

# WhereTheDifferenceBegins.com

## User Agreement

### **1. Introduction.**

Welcome to the User Agreement (hereinafter referred to as the “Agreement” or “User Agreement”) for WhereTheDifferenceBegins.com, which is a website owned by Where The Difference Begins, Inc., (hereinafter referred to as “WTDB,” “us,” or “we”), a Delaware Corporation. If you do not agree to be bound by the terms and conditions of this Agreement, do not use or access WTDB’s services (hereinafter referred to as “Services”) or website (hereinafter referred to as “the Site” or “WhereTheDifferenceBegins.com”). This Agreement may be governed by the Electronic Signatures in Global and National Commerce Act (E-Sign Act).

### **2. Binding Nature.**

You must read, agree to, and accept all of the terms and conditions contained in this User Agreement and our Privacy Policy, which include those terms and conditions expressly set out below and those incorporated by reference, before you use the Site or become a member of WhereTheDifferenceBegins.com. We strongly recommend that, as you read this User Agreement, you also access and read the information referred to in this document, as it may contain further terms and conditions that apply to you as a WhereTheDifferenceBegins.com user.

### **3. Change Control.**

WTDB reserves the right to change any of the terms and conditions contained in this Agreement or any policies or guidelines governing the Site or Services, at any time and in its sole and independent discretion. Any changes will be effective upon the posting of the revisions on the Site. You are responsible for reviewing the notice and any applicable changes. Changes to referenced policies and guidelines may be posted without notice to you. Your continued use of the Site and the Services following WTDB’s posting of any changes will constitute your acceptance of such changes or modifications. If you do not agree to any changes to this Agreement, do not continue to use the Services or the Site.

### **4. Eligibility.**

Our Services are available only to, and may only be used by, individuals who are not temporarily or indefinitely suspended WhereTheDifferenceBegins.com members. In addition, you agree not to bypass any security and/or access feature on the Site. The Site has no responsibility or liability for any misrepresentations regarding a user’s age. Competitors are not authorized to access or use the Site without express, written permission from us in advance of such access. If you do not qualify, please do not use the Site. Further, your WhereTheDifferenceBegins.com account User ID and password may not be transferred, loaned, given or sold to another party. If you are registering as a business entity, you represent that you have the authority to bind the entity to this Agreement.

## **5. Services.**

WhereTheDifferenceBegins.com is an online directory of profiles. The Site includes a collection of articles, an online store, a discussion forum, a photo gallery, member groups, and a career center. WhereTheDifferenceBegins.com is intended only for current female members of the United States Marine Corps., female reservists, female veterans, retired female members of the United States Marine Corps., female Poolees in the Delayed Entry Program of the United States Marine Corps., female civilians aspiring to become, or considering becoming, a member of the United States Marine Corps.; and for female civilians who are interested in learning more about the United States Marine Corps. WTDB reserves the right to update and modify these Services from time to time.

## **6. Account Holder's Responsibilities.**

As a WhereTheDifferenceBegins.com user, you are obligated to read this Agreement before you sign-up or provide any information via the Site. You agree to be bound to the terms of this Agreement. WTDB does not offer legal or financial advice concerning the Services offered via the Site. Nothing in this Agreement is to be interpreted as legal advice or guidance.

By creating an account, you certify that all information you provide when registering your account is true and accurate. In addition, it is a condition of your use of the Site that all information you provide will be correct, current, and complete and any modification or change made to any information that you provide during your continued use of your account simultaneously carries with it a certification that the modification or change that you make to your account information is true and accurate. We may, at our sole discretion, require additional information or forms of identification and may use these to determine any limitations that may be placed on your use of the Site. We have the right to refuse you access to the Site or any of its resources, and to terminate or suspend your access at any time if we believe that the information you provide is not correct, current, complete, true, and accurate. In addition, you may be subject to civil or criminal penalties for giving such false information.

You are responsible for all statements made and acts that occur through the use of your user name and account. Do not disclose your password to others. If your password is exposed, lost, or stolen, you must change it immediately.

You are solely responsible for obtaining access to the Site and any fees associated with such access (e.g., airtime charges, ISP fees, other third party fees, etc.). In addition, you must provide, and you are responsible for, all equipment necessary to access the Site.

## **7. Membership Fees.**

Membership to the premium features of the Site requires payment of membership dues. Membership fees to the Site are prominently displayed prior to processing your membership. Payment for accounts should be by credit card online at the Site unless you select bill me in which payment is made by paypal. You agree to pay all

membership fees when due according to the billing terms. The Site reserves the right to contract with third parties to process all payments and such third parties may impose additional terms and conditions governing payment processing. Fees are non-refundable, unless expressly provided otherwise on the Site or in this Agreement. You are responsible for any credit card chargebacks, any dishonored checks, and any related fees that the Site incurs related to your account. If for any reason WTDB is unable to charge your credit card with the full amount of the fees, or if WTDB is charged back for any fee previously charged to your credit card, you agree that WTDB may pursue all available remedies to pursue payment, including, without limitation, suspension or termination of your account.

Your account is past due if it is not paid in full by the payment due date. If your account is past due for more than thirty (30) days, you agree to pay interest on the past due amount at a rate of 1.5% per month, compounded daily, plus any additional collection costs, credits, chargebacks, and reasonable attorneys' fees. Your card issuer agreement may contain additional terms with respect to your rights and liabilities as a card holder. Upon cancellation or termination of your account, you also agree to pay all amounts due to us. All memberships will be automatically renewed at the original rate unless the membership is canceled prior to renewal.

If you believe that your account statement contains a billing error, you must notify us in writing immediately of such error. If you do not notify us within thirty (30) days after such billing error first appears on any account statement, you will have accepted such billing for all purposes, including for the resolution of inquiries made by your credit card issuer. In addition, you release us from liability arising out of a billing error or discrepancy that is not reported to us within thirty (30) days of its publication.

## **8. Membership and Definitions of Member Categories.**

There are two types of Member accounts for the Site.

- a. Non-Marine Accounts are intended only for female Poolees in the Delayed Entry Program of the United States Marine Corps., and for female civilians aspiring to become, or considering becoming, a member of the United States Marine Corps.; and for female civilians who are interested in learning more about the United States Marine Corps. Several areas of the Site are inaccessible to Non Marine account holders due to the sensitive and potentially classified nature of information regarding the United States Marine Corps., including its status as a branch of the United States Military.
- b. Marine Accounts are intended for current female members of the United States Marine Corps., as well as female reservists, female veterans, and retired female members of the United States Marine Corps. Marine account holders enjoy a full-featured membership with access to many parts of the Site that are unavailable to account holders who are not Marines. Those members who are not Marines have the option of changing their account status to Marine after becoming a member of the United States Marine Corps.

You may access the non-public portion of the Site only by being a member in good standing of the Site. The Site reserves the right to modify materials and the Site's design at any time, with or without prior notice.

As part of the registration process, you will select a unique username and password, which you must provide in order to gain access to the non-public portion of the Site. You warrant that you will not choose a name which may falsely represent you as somebody else or a name which may otherwise be in violation of the rights of a third party.

If we, in our sole and independent discretion, deem the use of a username inappropriate, we may disallow the use of that username. Further, we may, at any time, cancel the membership of any member who uses her selected username in violation of this User Agreement or in any other way we, in our sole and independent discretion, deem inappropriate.

Your membership, the username, and password are nontransferable and non-assignable. You are solely responsible for maintaining the confidentiality of your username and password and you represent and warrant that you will not disclose to any other person your unique username and password. You are responsible for all activities that occur under your username and password. You agree that you will not provide access to the Site to anyone who is below the age of fifteen (15). In addition, you indemnify the Site against all activities conducted through your account.

You agree to immediately notify the Site in writing of any unauthorized use of your username and password or any other breach of security, and until you do notify the Site, you are liable and responsible for any such unauthorized use. Unauthorized access to the Site is illegal and a breach of this Agreement. You also agree to ensure that you have fully logged out of your account at the end of each session.

Without prior written consent from the Site, you may not re-register as a member after your account has been terminated by the Site. Further, you agree that neither the Site nor any third party acting on our behalf shall be liable to you for the termination of your membership or access to the Site.

#### **9. Restricted Activities.**

Your information and activities on the Site shall not: (a) be false, inaccurate or misleading; (b) be fraudulent; (c) infringe upon any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (d) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, antidiscrimination or false advertising); (e) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (f) contain any viruses, Trojan horses, or the like, or other computer programming routines that may damage or interfere with the Site; and (g) create liability for us or cause us to lose (in whole or in part) the services of our ISPs

or other suppliers. Additionally, without the express written authorization of the Site, you may not: (a) utilize any framing techniques in connection with the Site or any of the materials contained therein; (b) use any meta-tags or any other “hidden text” utilizing the Site’s marks; (c) “deep-link” to any page of the Site (including the homepage); (d) decompile, reverse engineer, modify or disassemble any of the software aspect of the Site’s materials except and only to the extent permitted by applicable law; (e) sell, rent, lease, license, sublicense, transfer, distribute, re-transmit, time-share, use as a service bureau or otherwise assign to any third party the Site’s materials or any of your rights to access and use the Site’s materials as granted in this Agreement; and/or (f) place a bookmark on any page of the Site except for the registration log-in screen. Furthermore, you may not consummate any transaction on the Site, or that was initiated using our Services, that could cause us to violate any applicable law, statute, ordinance or regulation. Additionally, you agree to cooperate with the Site in stopping any unauthorized use.

It shall be a material breach of this User Agreement if you submit any material to the Site that violates international law or federal, state, and/or local laws of the United States.

#### **10. Access and Interference.**

You agree that you will not use any robot, spider, scraper or other automated means to access the Site for any purpose without our express written permission. Additionally, you agree that you will not: (i) take any action that we, in our sole discretion, believe imposes an unreasonably large load on our servers; (ii) copy, reproduce, modify, create derivative works from, distribute or publicly display the Site content without the prior expressed written permission of WTDB and the appropriate third party, as applicable; (iii) attempt to interfere with the proper working of the Site or any activities conducted on the Site; or (iv) bypass any security measures (including the use of another person’s user name to access the Site) or encryption tools that we may use to prevent or restrict access to the Site.

#### **11. Breach.**

Without limiting other remedies, we may limit your activity, issue a warning, temporarily suspend, indefinitely suspend or terminate your membership and refuse to provide our Services to you if, within our sole and independent judgment: (a) you breach, or we anticipate that you are about to breach, this Agreement or the documents it incorporates by reference; (b) we are unable to verify or authenticate any information you provide to us; (c) you fail to pay any amount due by the payment due date; or (d) we believe that your actions may cause financial loss or legal liability for you, our users or us. We can also terminate this Agreement at any time, with or without cause.

#### **12. Privacy.**

We only use your information as described in our Privacy Policy. Our current Privacy Policy is available at [http://www.wherethedifferencebegins.com/resource/resmgr/Files/Privacy\\_Policy.pdf](http://www.wherethedifferencebegins.com/resource/resmgr/Files/Privacy_Policy.pdf). WTDB may change the Privacy Policy in the future. You should check the Privacy

Policy frequently for changes. You agree not to use any information regarding other members that is accessible on the Site, disclosed to you by other members, or disclosed to you by WTDB except to enter into and complete WhereTheDifferenceBegins.com transactions. You agree not to use any such information for purposes of solicitation, advertisement, initiation of unsolicited e-mail or spam, harassment, invasion of privacy, or otherwise objectionable conduct.

### **13. Parental Control Protections.**

In accordance with 47 U.S.C.S. § 230, parents should be aware that there are parental control protections (such as computer hardware, software, or filtering services) commercially available, which can assist them in limiting access to material that is harmful to minors. Examples of some of these protection services include Cybersitter. Please note that WTDB in no way endorses or is responsible for these services.

### **14. DMCA Policy.**

WTDB takes claims of copyright infringement very seriously. Our policy for handling claims of infringement is to have our designated agent review and respond to notices of infringement by removing from the Site any infringing material when a DMCA compliant notice is provided to us.

### **15. DMCA Notice.**

In accordance with the Digital Millennium Copyright Act ("DMCA"), WTDB has designated an agent to receive notification of alleged copyright infringement occurring on the Site. If you believe that your copyrighted work is being infringed, notify the designated agent specified below:

Tammie Martin  
1250 Western Blvd #L2  
PMB #260  
Jacksonville, NC 28546  
WTDBTeam@wherethedifferencebegins.com

The Digital Millennium Copyright Act requires that all infringement claims must be in writing and must include the following information:

- A description of the copyrighted work claimed to have been infringed;
- A description of the infringing material and information reasonably sufficient to permit WTDB to locate the material;
- Your contact information, including your mailing address, telephone number, and email address;
- A statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- A statement, under penalty of perjury, that the information in the notification is accurate and that you are authorized to act on behalf of the copyright owner; and

- A physical or electronic signature of the copyright owner or the person authorized to act on its behalf.

**16. National Do Not Call Registry.**

Please be advised that if you complete a contact form on the Site, you have expressly agreed to be contacted via telephone by WTDB, regardless of whether you are listed on the National Do Not Call Registry.

**17. Fax Policy.**

Please be advised that if you provide us with a fax number, you have expressly granted us the right to contact you via fax.

**18. Results May Vary.**

EVERY EFFORT HAS BEEN MADE TO ACCURATELY REPRESENT OUR SERVICES. EXAMPLES AND TESTIMONIALS ON THE SITE ARE NOT TO BE INTERPRETED AS PROMISES OR GUARANTEES OF RESULTS.

RESULTS WILL VARY PER PERSON. Your level of success in attaining the results claimed in our materials depends on a number of factors. THESE FACTORS VARY ACCORDING TO INDIVIDUALS, AND THEREFORE, WTDB CANNOT GUARANTEE YOUR RESULTS.

**19. No Warranty.**

WE, OUR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS AND SUPPLIERS PROVIDE THE SITE AND SERVICES “AS IS” AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. WE, OUR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS AND SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights that vary from state to state.

IN ADDITION, WE SPECIFICALLY DISCLAIM ALL WARRANTIES THAT THE SITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS; DISCLAIM ALL WARRANTIES THAT THE SITE WILL ALWAYS BE AVAILABLE, UPDATED, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE OR OPERATE WITHOUT ERROR; AND DISCLAIM ALL WARRANTIES THAT ANY FILES AVAILABLE FOR DOWNLOAD FROM THE INTERNET WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER CODE THAT MAY MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES, (SITE DOES NOT ASSUME ANY RESPONSIBILITY OR RISK FOR YOUR USE OF THE INTERNET). WE ALSO SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE AND DISCLAIM ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT,

WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF WTDB. THE SITE IS NOT RESPONSIBLE FOR ANY USE OF CONFIDENTIAL OR PRIVATE INFORMATION BY SELLERS OR THIRD PARTIES. YOU AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED OR ACCESSED THROUGH THE USE OF THE SITE.

THE SITE MAKES NO REPRESENTATIONS THAT THE SITE OR ANY OF ITS MATERIALS ARE APPROPRIATE OR AVAILABLE FOR USE IN ALL LOCATIONS. NO USERS MAY ACCESS THE SITE FROM TERRITORIES WHERE THE CONTENT OR THE BUSINESS OF THE SITE MAY BE ILLEGAL.

IN ADDITION, THE SITE DISCLAIMS ANY LIABILITY FOR ANY DAMAGES WHATSOEVER INCURRED BY ANY USER IN CONNECTION WITH THE USE OF ANY WEBSITE ACCESSED THROUGH THE SITE AND DISCLAIMS ANY LIABILITY DERIVED FROM THE USE OF ANY LINKS THAT MAY APPEAR ON THE SITE.

**20. General Release.**

IF A DISPUTE ARISES BETWEEN ONE OR MORE USERS, EACH OF YOU RELEASE WTDB, OUR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS AND SUPPLIERS FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. YOU WAIVE THE PROTECTIONS AFFORDED BY CALIFORNIA CIVIL CODE § 1542, WHICH SAYS: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.” YOU ACKNOWLEDGE AND AGREE THAT THIS WAIVER IS AN ESSENTIAL AND MATERIAL TERM OF THIS AGREEMENT, AND THAT WITHOUT SUCH WAIVER, THIS AGREEMENT WOULD NOT HAVE BEEN ENTERED INTO BY WTDB.

**21. Limitation of Liability.**

IN NO EVENT SHALL WE, OUR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS AND SUPPLIERS, BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES RESULTING FROM ANY CLAIM ARISING OUT OF, OR RELATED TO, THIS AGREEMENT AND/OR YOUR USE OF THE SITE INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE. OUR LIABILITY TO YOU OR ANY THIRD PARTY IN ANY CIRCUMSTANCE IS LIMITED TO THE LESSER OF A) THE TOTAL OF PAYMENTS BY YOU TO US IN THE PREVIOUS TWELVE (12) MONTHS OR B) \$100.

**22. Indemnity.**

You agree to defend, indemnify and hold harmless WTDB and our officers, directors, agents, employees, contractors and suppliers from any claim or demand made by any third party due to or arising out of the performance of this Agreement by either party, as well as any performance related to the documents it incorporates by reference, and/or your violation of any law or the rights of a third party.

**23. Specific Enforcement.**

You acknowledge that WTDB will be irreparably injured if the provisions of this Agreement are not specifically enforced. If you commit or, in the belief of WTDB, threaten to commit a breach of any of the provisions of this Agreement, WTDB and each of its subsidiaries shall have the right and remedy, in addition to any other remedy that may be available at law or in equity, to have the provisions of this Agreement specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to WTDB and its subsidiaries, and that money damages will not provide an adequate remedy therefore. Such injunction shall be available without the posting of any bond or other security, and you hereby consent to the issuance of such injunction.

If this Agreement is breached by you, WTDB will be entitled to recover its legal fees and costs incurred in the enforcement of this Agreement.

**24. Licenses.**

WTDB grants a limited license to each participant to make personal use only of the Site and the Services in accordance with this Agreement. This license expressly excludes, without limitation, any reproduction, duplication, sale, resale or other commercial use of the Site and the Services, making any derivative of the Site or the Services, the collection and use of participant e-mail addresses or other participant information, ratings or listings, or any data extraction or data mining whatsoever. You agree that you will not compile, reproduce, republish or resell for any commercial purpose any information on our Site and not use any device, software or routine that may interfere with the operation of the Site.

**25. Export Control.**

You understand and acknowledge that the Site's software elements may be subject to regulation by the United States Department of Commerce or by other agencies of the U.S. Government, which prohibit the export or diversion of software to certain nations or third parties. Diversion of such materials contrary to the laws of the United States or international law is prohibited.

You agree that you will not assist or participate in any such diversion or other violation of applicable laws and regulations. You also warrant that you will not permit or license anyone not approved under applicable law or regulations to receive controlled commodities. You agree to abide by any applicable laws and regulations.

You further agree that none of the materials on the Site are being, or will be, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals or otherwise used for proscribed activities.

**26. Linking.**

Some third-party websites are linked to the Site. You acknowledge and agree that the Site is not responsible or liable for the content, advertising, services, products, or availability of such external websites or resources. In addition, the Site shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or related to your use of, or reliance upon, any such third-party content, goods or services. If you decide to access any such third party website, you do so entirely at your own risk and your use of such website is not governed by this Site's User Agreement or any other agreement incorporated by reference.

**27. Trademark Information.**

You agree that the terms "Where the difference begins" and "WhereTheDifferenceBegins.com" are considered trademarks of the Site. You further agree that the Site's marks, logos, domains, and trademarks may not be used except with the express written permission of the Site. You additionally agree that the marks may not be used in any manner that disparages or discredits the Site or is likely to cause consumer confusion. Additionally, you understand that other parties' product and service names referenced on the Site may be trademarks and service marks of their respective companies and may not be used publicly without the express written consent of the owners and/or holders of such trademarks and service marks.

**28. Copyright Information.**

The Site and all materials accessible on or through the site such as text, graphics, photographs, video and audio clips, music, soundtracks, button icons, streaming data, animation, images, downloadable materials, data compilations and software, as well as any other website owned, operated, licensed, or controlled by the Site, are the proprietary information and valuable intellectual property of the Site or the party that provided the materials to the Site. These materials (and compilations thereof) are protected by U.S. and international copyright laws. The materials may not be copied, distributed, republished, modified, uploaded, posted, or transmitted in any way without the prior written consent of the Site. You may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the materials. Modification or use of the content of the Site except as expressly provided in this User Agreement violates the Site's intellectual property rights.

The Site, or the party that provided the materials to the Site, retains all of its right, title, and interest in the materials. Your access of the Site does not transfer title or rights in any of the Site's intellectual property.

**29. General Provisions.**

This is the entire Agreement governing the use of the WhereTheDifferenceBegins.com Site. No delay by either party shall waive rights

under this Agreement. This Agreement is governed by, and to be construed in accordance with, the laws of the State of North Carolina without regard to that state's conflict of laws provisions. By using the Site, you expressly consent to the exclusive personal jurisdiction and venue for any claim relating to or arising out of this Agreement or your use of the Site or Services in the state and federal courts for Jacksonville, North Carolina. No waiver of any breach of this Agreement shall be a waiver of any other provision of this Agreement, and no waiver shall be valid unless in writing signed by the parties. If any provision of this Agreement is held invalid, such provision shall be restated to reflect, as nearly as possible, the original intention of the parties in accordance with applicable law and the remainder of the Agreement shall remain in full force. This Agreement does not create an agency, joint venture, partnership, fiduciary relationship, or any similar relationship between the parties, and neither party has the right or authority to act for, or on behalf of, the other party. Headings are for the convenience of reference only and do not alter the rights and obligations of the parties. The provisions of this Agreement are not for the benefit of any third party. Neither party shall be liable to the other for any delay or failure due to acts of God, war, transportation difficulties, labor strikes, natural disasters, riots, telecommunications or information services infrastructure, hacking, Spam, any failure of a computer, server, or software, or acts or omissions of vendors or suppliers beyond the control of the parties. Provisions of this Agreement that are intended to survive this Agreement shall survive.

### **30. Notices.**

Except as explicitly stated otherwise, any notices shall be given by postal mail to Where The Difference Begins, Inc., 1250 Western Blvd #L2, PMB #260, Jacksonville, NC 28546 (in the case of (WTDB)), or to the e-mail address you provide to WhereTheDifferenceBegins.com during the registration process (in your case). Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid.