

Terms of Service

Effective: November 24, 2023

1. Acceptance of the Terms of Service

These terms of service are entered into by and between you and Connection Point LLC, the provider of the Connection Point software (“CP”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “Terms of Service”), govern your access to and use of CP and the websites and all other online or offline services related to CP (collectively, the “Services”).

Please read these Terms of Service carefully before you start to use the Services. By using the Services, you accept and agree to be bound and abide by these Terms of Service and our Privacy Policy, located at <https://www.dsamssoftware.com/privacy-policy.html>, incorporated herein by reference (the “Privacy Policy”). **If you do not agree to these Terms of Service or the Privacy Policy, you must not access or use the Services.**

By using the Services, you represent and warrant that you are of legal age to form a binding contract with us and meet all other eligibility requirements. If you do not meet all of these requirements, you must not access or use the Services.

Please note CP and Services are not affiliated with Norwex®, Pampered Chef® or any company.

2. Changes to the Terms of Service

We may revise and update these Terms of Service from time to time at our sole discretion. All changes are effective immediately when we post them and apply to all access and use of the Services thereafter.

Your continued use of the Services following the posting of revised Terms of Service means that you accept and agree to the changes. You are expected to check this page each time you access the Services so you are aware of any changes, as they are binding on you.

3. Accessing the Services and Account Security

We reserve the right to withdraw or amend the Services, and any service or material we provide via the Services, at our sole discretion without notice. We will not be liable if for any reason all or any part of the Services is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Services, or the entire Services, to users, including registered users.

You are responsible for:

- making all arrangements necessary for you to have access to the Services.
- ensuring that all persons who access the Services through your Internet connection or login username and password are aware of these Terms of Service and comply with them.

To access the Services or some of the resources they offer, you may be asked to provide certain

registration details or other information. It is a condition of your use of the Services that all the information you provide via the Services is correct, current, and complete. You agree that all information you provide to register with the Services or otherwise, including but not limited to through the use of any interactive features of the Services, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

4. Fees

CP is offered on a monthly or annual subscription basis. The fees may or may not include a base subscription plus a variable component, and may change over time. If the subscription is suspended, cancelled, or terminated prior to the end of the then-current service term, all fees paid are non-refundable in whole or part. You acknowledge that CP is not obligated to make any refunds under any circumstances. You must cancel your account by using the provided cancellation feature(s) inside the CP software itself. You cannot request CP personnel to cancel your account for you.

5. Intellectual Property Rights

The Services and their entire contents, features, and functionality (including but not limited to all information, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by Connection Point LLC, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Service permit you to use the Services for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Services, except as follows:

- your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- you may store files that are automatically cached by your Web browser for display enhancement purposes.
- if we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use.

You must not:

- modify copies of any materials from the Services.
- use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Services.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Services in breach of these Terms of Service, your right to use the Services will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Services or any content of the Services is transferred to you, and all rights not

expressly granted are reserved by Connection Point LLC. Any use of the Services not expressly permitted by these Terms of Service is a breach of these Terms of Service and may violate copyright, trademark, and other laws.

a. Trademarks

The CP name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of Connection Point LLC or its affiliates or licensors. You must not use such marks without the prior written permission of Connection Point LLC. All other names, logos, product and service names, designs, and slogans appearing via the Services are the trademarks of their respective owners.

b. Prohibited Uses

You may use the Services only for lawful purposes and in accordance with these Terms of Service.

You agree not to use the Services:

- to copy, frame or mirror any part of the Services.
- in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or Services to and from the US or other countries).
- for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- to send, knowingly receive, upload, download, use, or re-use any material that does not comply with these Terms of Service.
- to transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail”, “chain letter”, “spam”, unwanted messages, or any other similar solicitation.
- to impersonate or attempt to impersonate Connection Point LLC, an owner or employee, another user, or any other person or entity (including, without limitation, by using email addresses, phone numbers, messaging addresses, or screen names associated with any of the foregoing).
- to engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Services, or which, as determined by us, may harm us or users of the Services or expose them to liability.

Additionally, you agree not to:

- use the Services in any manner that could disable, overburden, damage, or impair the Services or interfere with any other party’s use of the Services, including their ability to engage in real time activities through the Services.
- use any robot, spider, or other automatic device, process, or means to access the Services for any purpose, including monitoring or copying any of the Services material.
- use any manual process to monitor or copy any of the Services material or for any other unauthorized purpose without our prior written consent.

- use any device, website, or routine that interferes with the proper working of the Services.
- introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Services, the server on which the Services is stored, or any server, computer, or database connected to the Services.
- attack the Services via a denial-of-service attack or a distributed denial-of-service attack.
- otherwise attempt to interfere with the proper working of the Services.

c. Monitoring and Enforcement; Termination

We have the right to:

- take any action with respect to any user contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such user contribution violates the Terms of Service, including the Content Standards set forth in Section 5 hereof, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Services or the public, or could create liability for Connection Point LLC.
- disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services.
- terminate or suspend your access to all or part of the Services for any or no reason, including without limitation, any violation of these Terms of Service.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services. YOU WAIVE AND HOLD HARMLESS CONNECTION POINT LLC AND ITS AFFILIATES, OWNERS, EMPLOYEES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted to the Services, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

6. Content Standards

These content standards apply to any and all user contributions and use of interactive services of the Services (if any). User contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, user contributions must not:

- contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Service or our Privacy Policy.
- be likely to deceive any person.
- promote any illegal activity, or advocate, promote, or assist any unlawful act.
- impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- give the impression that they emanate from or are endorsed by us or any other person or entity if this is not the case.

7. Reliance on Information Posted

We do not warrant the accuracy, completeness, or usefulness of any information provided on or via the Services. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Services, or by anyone who may be informed of any of its contents.

The Services may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content we provide, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Connection Point LLC. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

The Services are provided on an “as is” and “as available” basis. We are not responsible for any third party service or ensuring the continued operation of our Services as a result of changes by a third party. For example, we are not responsible for any changes by any third party, such as Norwex®, Pampered Chef®, or others that create problems with, temporarily or permanently “break,” or otherwise disrupt or impair CP or other Services.

8. Changes to the Services

We may update the Services content from time to time, but its content is not necessarily complete or up-to-date. Any Services material may be out of date at any given time, and we are under no obligation to update such material.

9. Information About You and Your Visits to the Services

All information we collect via the Services is subject to our Privacy Policy. By using the Services, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

10. Linking to the Services and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express consent.

The Services may provide certain social media features that enable you to:

- link from your own or certain third-party websites to certain Services content.
- send emails or other communications with certain content, or links to certain Services content.
- cause limited portions of Services content to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- establish a link from any website that is not owned by you.
- cause the Services or portions of it to be displayed on, or appear to be displayed by, any other website, for example, by framing, deep linking, or in-line linking.
- link to any part of the Services other than the homepage.
- otherwise take any action with respect to the Services materials that are inconsistent with any other provision of these Terms of Service.

The Services from which you are linking, or on which you make certain content accessible, must comply in all respects with the content standards set out in these Terms of Service.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

11. Links from the Services

If the Services contain links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Services, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

12.Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the Internet or the Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Services for any reconstruction of any lost data.

TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY SERVICES LINKED TO IT.

YOUR USE OF THE SERVICES, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES IS AT YOUR OWN RISK. THE SERVICES, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER CONNECTION POINT LLC NOR ANY PERSON ASSOCIATED WITH CONNECTION POINT LLC MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER CONNECTION POINT LLC NOR ANYONE ASSOCIATED WITH CONNECTION POINT LLC REPRESENTS OR WARRANTS THAT THE SERVICES, THEIR CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, CONNECTION POINT LLC HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

13.Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL CONNECTION POINT LLC, ITS AFFILIATES, OR ITS OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OWNERS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OR INABILITY TO USE THE SERVICES, ANY WEBSITES LINKED TO IT, ANY SERVICES CONTENT OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF CONNECTION POINT LLC, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF

FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

14. Indemnification

You agree to defend, indemnify, and hold harmless Connection Point LLC, its affiliates, licensors, and service providers, and its and their respective officers, directors, owners, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Service or your use of, or inability to use, the Services, including, but not limited to, your user contributions, and any use of the Services' content, services, and products or your use of any other information obtained from the Services.

15. Governing Law and Jurisdiction

All matters relating to the Services and these Terms of Service and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Service shall be instituted exclusively in the federal courts of the United States or the courts of the State of Indiana (although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Service in your country of residence or any other relevant country). You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

16. Arbitration

At Connection Point LLC's sole discretion, we may require you to submit any disputes arising from the use of these Terms of Service, including disputes arising from or concerning our interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration in Indianapolis, Indiana, under the Rules of Arbitration of the American Arbitration Association applying Indiana law.

17. Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

18. Waiver and Severability

No waiver by Connection Point LLC of any term or condition set out in these Terms of Service shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Connection Point LLC to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

If any provision of these Terms of Service is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the

minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.

19. Entire Agreement

The Terms of Service and our Privacy Policy constitute the sole and entire agreement between you and us regarding the Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Services.

20. Your Comments and Concerns

The Services are operated by:

Connection Point LLC
12175 Visionary Way
Fishers, IN 46038

All feedback, comments, requests for technical support, and other communications relating to the Services should be directed to support@ConnectionPointSoftware.com.