

House of Burnett International, Inc. (“HOB”)

Privacy Policy, Terms of Use, and Code of Conduct

## Representative Contact Information:

For information related to these policies, please contact:

House of Burnett International, Inc.

P.O. Box 12642,

Charlotte, NC 28220

Email: [info@houseofburnett.org](mailto:info@houseofburnett.org)

## Privacy Policy

Last Updated: December 16, 2023

Effective Date: May 5th, 2021

We care about our customers and know that your privacy is important to you. This Privacy Policy ("Privacy Policy") is our way of sharing how we collect your information, why we need it, and how we use it.

### Scope of Application

This Privacy Policy applies to your use of our websites, mobile websites, newsletters, and online magazines (together, the "Site") and our mobile applications (together, the "App," and together with the Site, the "Service"). The Service includes websites, email systems, other communication systems, and mobile applications operated by House of Burnett, Inc. and its affiliated websites, including [Houseofburnett.org](http://Houseofburnett.org), [houseburnett.org](http://houseburnett.org), [houseofburnett.com](http://houseofburnett.com), [houseburnett.com](http://houseburnett.com), or any others added, at any time, ("HOB", "we" or "us"). If you visit another website or mobile application, including another HOB website or mobile application, the privacy policy of that website or mobile application will apply. Please review the privacy policy of that website or mobile application to understand how that website or mobile application operator processes your information.

This Privacy Policy also applies to the information you provide to us after being presented with or directed to this Privacy Policy. This could be, for example, when you share your information with our members, volunteers, article submissions, image submission, or send us a letter, email or chat.

Before submitting information to the Service, please review this Privacy Policy carefully.

## Information We Collect and How We Use Your Information

There are three general categories of information we collect: (1) Information you give to us; (2) Information we automatically collect from your use of the Site or the App; (3) Information we collect from third parties.

We use your information in several different ways. What we do with your information depends on when we collect it and what we collect.

### Information you give to us

- Your name and contact details (such as your email address, mailing address, phone number, and password)
- Additional profile information (such as date of birth, gender, location, and preferred language)
- Your payment information (such as your credit/debit card number, security/CVV code, and expiration date). These are typically collected by our third party service providers, and not by HOB.
- Your financing information (such as social security number, date of birth, and income). This information is typically collected by our third party service providers, and not by HOB.
- Your communications and contact history with us (such as call recordings, chat and instant messages, email, mail, other submissions, or communications with our social media channels)
- Other information (such as product reviews, forum posts, article or image submissions, survey responses, participation in promotions, conference calls, online presentations, and other user-generated content)

### Information we automatically collect from your use of the Site or the App

- Purchase history and saved items (such as what you bought and what you've placed in your cart or saved)
- Log data and device information (such as details about how you've used the Site or the App, IP address, access dates and times, hardware and software information, device information, device event information, unique identifiers, crash data, cookie data, location data and page/product views or clicks)
- Geo-location information (such as IP address, browser information or mobile GPS information)
- Cookies and similar technologies (such as web beacons, pixels, and mobile identifiers; to learn more about these technologies and how you can control them, see Our Cookie Policy)

Information we collect from third parties, including third party services (for example if you link, connect, or login to the Site or the App with your Google, Facebook, Instagram or Twitter accounts) or other sources (such as your contacts or brands we partner with)

- Your name and contact details (such as your email address, mailing address, phone number and password)
- Social media handles (such as your Twitter, Facebook, or Instagram handles)

- Other information (such as demographic data, fraud detection information and information about you and your activities, experiences and interactions on and off the Site and the App)

## When We Share Your Information

We share your information with the following categories of recipients as an essential part of being able to provide the Site, the App, the Service and related services and offerings, including customer service, to:

- The HOB.
- Companies and individuals that help us deliver our products to you, such as suppliers, payment service providers, logistics professionals, and delivery and freight companies.
- Professional service providers who help us run our business, such as marketing companies, software vendors, consultants, and advertising partners.
- Companies approved by you, such as social media sites (if you choose to link your accounts to us) and payment processors or financing providers and card issuing banks if you choose to use their services or offerings.
- Government and law enforcement agencies, to (i) comply with a legal process, subpoena, order, or other legal or regulatory requirement; (ii) enforce our Terms of Use or other policies; or (iii) pursue available legal remedies or defend legal claims.

We share your information with third parties only as described in this Privacy Policy, with your consent, or as disclosed at the time we collect your information. We may anonymize your information and share such anonymized information with third parties for any purpose permitted by applicable laws.

## Financing Providers

If you choose to apply for a financing product offered by a financing provider, we may collect some of your financing information on behalf of that provider. Once you have completed the application form, we may send the data to the financing provider and delete it immediately from our systems, except for information we need to keep in order to provide services to you. We will not use your financing information for any other purpose.

## Our Cookie Policy

We, or our website hosting service provider, may use cookies when you visit our Site and App to analyze traffic, optimize performance and content and to provide an integrated and more personalized shopping experience for customers. Cookies are small text files that are stored by your Internet browser on your computer. While our cookies may change from time to time, we generally use the following types of cookies:

- Functionality cookies, which allow you to navigate the site and use our features.

- Analytics cookies, which allow us to measure, analyze and understand how our customers use the Site and to identify ways to improve both its functionality and your shopping experience. For example, we use Google Analytics to help us evaluate your use of the Site, to compile reports on website activity, and to provide other services related to website activity and internet usage. To learn how Google Analytics collects and processes data, please visit: “How Google uses information from sites or apps that use our services” located at [www.google.com/policies/privacy/partners](http://www.google.com/policies/privacy/partners).
- Customer preference cookies, which help us remember your preferences (like your language or location) and make your experience more personalized to you.
- Targeting or advertising cookies, which allow us to deliver digital ads relevant to you. These types of cookies also limit the number of times that you see an ad and help us measure the effectiveness of our marketing campaigns. We use cookies to help us identify and retarget users who may be interested in our products, services or offerings both on our Site and on third party websites. For example, we use proprietary technology to specifically target users by creating advertising material based on the users' previous behavior. To disable interest-based ads, please see Direct Marketing and Behavioral Advertising below.

You can prevent the use of cookies by changing the settings in your web browser so that (i) it does not accept new cookies, (ii) it informs you about new cookies, or (iii) it deletes all already received cookies. By deleting or disabling future cookies, your user experience may be affected and you might not be able to take advantage of certain functions of our Site (such as storing items in your Cart between visits, customizing your website experience, and making marketing messages more relevant).

We may also use web beacons to help us identify your computer and evaluate user behavior, such as reactions to promotions. Web beacons are small GIF files that can be embedded in other graphics, emails, or similar. To prevent web beacons on our site, you can use tools such as AdBlock Plus. To prevent web beacons in emails, please set your mail program so that no HTML is displayed in messages.

## Direct Marketing and Behavioral Advertising

We may directly send you marketing communications and materials by email, postal mail and other channels to keep you informed of membership news, new products, promotions, and to provide other information we think may be of interest to you. You can stop receiving direct marketing messages from us at any time through your preferences or by clicking any "unsubscribe" link in any marketing message you receive from us, by unsubscribing as a member of the Site, or changing your membership and/or subscription status on the Site. Please note that it may take up to 48 hours to process your request and update our systems. Note that if you request that we stop sending you marketing messages, we will continue to send you administrative and service communications (such as order updates and other important or transactional information).

Please note that if you use more than one name or email address when communicating with HOB or using the Site of App, you may continue to receive communications from us to any name or email address not specified in your opt-out request.

We may also display tailored interest-based advertising on both HOB-owned and operated sites and unaffiliated sites. Interest-based ads, also sometimes referred to as personalized or targeted ads, are displayed to you based on information from activities such as purchasing on our sites, visiting sites that contain HOB content or ads, interacting with HOB tools, or using our payment services. We do this using a variety of digital marketing networks and ad exchanges, and we may use a range of advertising technologies like web beacons, pixels, ad tags, cookies, and mobile identifiers, as well as specific services offered by some sites and social networks. We offer you choices about receiving interest-based ads from us. You can opt-out of certain interest-based ads that use our cookies by deleting or blocking cookies in your browser. You can also opt-out of receiving some third-party interest-based ads, or learn more about behavioral advertising, by visiting [www.aboutads.info/choices](http://www.aboutads.info/choices) or [www.networkadvertising.org/choices](http://www.networkadvertising.org/choices). Please note that if you opt out of behavioral advertising, you will still see advertisements - they will just not be tailored to your interests. Also note that deleting browser cookies can remove the cookie preferences you have made, so you may need to opt-out again in the future.

## Blogs, Reviews and Forums

The Service also may from time to time offer publicly-accessible blogs, emails, webpages, reviews or forums. Any information you provide in these areas may be read, collected and used by others who access them. To request removal of your information from blogs, emails, webpages, customer reviews or forums, please contact us at [info@houseofburnett.org](mailto:info@houseofburnett.org). Please note that in some cases we may be unable to remove your information. For instance, an email that is sent out to our membership cannot be removed from recipients.

## Our Security Measures

The security of your information is important to us. We use, through our website hosting provider, appropriate technical and organizational safeguards to protect your information from unauthorized use, disclosure, and loss. Encryption technology, including current industry-standard encryption protocols, is used to protect personal information in certain areas of our websites during transmission across the Internet. We, through our website hosting provider and ecommerce platform, use a PCI-compliant payment service provider over a secured network.

We encourage you to take reasonable measures to protect your password and your computer to prevent unauthorized access to your account. Remember to sign out of your account and close your browser window if you are using a shared computer in a public place such as a library or an Internet cafe.

## Keeping Your Information

We will keep your information for as long as you have an account or as long as we need it to fulfill the purpose for which it was collected or disclosed to you at the time of collection. We may also keep some of your information as required to meet legal or regulatory requirements,

resolve disputes, prevent fraud or abuse, enforce our Terms of Use, or for other permissible purposes.

When we no longer have a need to keep your information, we will either delete it from our systems or anonymize it so that it no longer identifies you.

## Children's Privacy

The Site, App and Service are not directed to children, and we do not knowingly collect information from children under 13. If you are a parent or guardian and believe that we have information about your child, please contact us at [info@houseofburnett.org](mailto:info@houseofburnett.org). To learn more about how to protect your child online, visit the FTC's [www.OnGuardOnline.gov](http://www.OnGuardOnline.gov).

## Information for Visitors from California and Outside of the United States

### Privacy Rights for California Residents

This privacy policy describes the categories of personal information we collect from you, the methods and business purposes of collecting such personal information, the categories of third parties with whom we may share it, and the rights you have regarding the personal information. California residents have the right to request that HOB disclose what personal information it collects, uses, discloses or sells. HOB does not sell your personal information to third parties without your prior consent. California residents also have the right to request the deletion of their personal information collected or maintained by HOB. If you wish to make a request for information or to delete your account, or for any questions about our privacy practices and compliance with California law, please contact us at [info@houseofburnett.org](mailto:info@houseofburnett.org). You can also designate an authorized agent to make a request on your behalf. Prior to responding to your request, we will verify your identity by matching any requested identifying information you provide against the information we have about you. We will not subject you to discriminatory treatment as a result of your choice to exercise your privacy rights.

### Right to Removal of Posted Information--California Minors

If you are under 18 years of age, reside in California, and have a registered account with HOB, you have the right to request removal of unwanted information that you publicly post on the Service. To request removal of such information, you can contact HOB at [info@houseofburnett.org](mailto:info@houseofburnett.org). Upon receiving such a request, HOB will make sure that the information is not publicly available on the Service, but the information may not be completely or comprehensively removed from our systems and databases.

## Visitors from Outside of the United States

The Service is hosted in the United States. If you are visiting the Service from outside the United States, your information may be transferred to, stored and processed in the United States in accordance with this Privacy Policy and applicable US laws. Please note that data protection and other applicable laws of the United States may not be as comprehensive as those laws or regulations in your country or may otherwise differ from the data protection or consumer protection laws in your country. By using the Service, you consent to transfer of your information to our facilities as described in this Privacy Policy.

## Changes to this Privacy Policy

We may change this Privacy Policy from time to time to reflect new ways that we process your information. When we post modifications to this Privacy Policy, we will revise the "Last Updated" date at the top of this page. The modified Privacy Policy will be effective immediately upon posting on the Service. If we make significant changes that affect your information, we will provide you notice of such changes through the Site, the App, by email, or some other means of contact. We encourage you to periodically review this page for the latest information on our privacy practices.

## How to Contact Us

We always want to hear from our customers - especially with questions, comments or concerns about our privacy practices. Please don't hesitate to contact us by email or in writing at:  
House of Burnett International, Inc.

Attention: Legal  
P.O. Box 12642,  
Charlotte, NC 28220

Email: [info@houseofburnett.org](mailto:info@houseofburnett.org)

# Terms of Use

Last Updated: December 13, 2023

Welcome to the House of Burnett International, Inc.!

HOB and its affiliated websites, ("HOB", "we" or "us") provides this and other websites (including applications and other online services that are accessible through various desktop, tablet and mobile web browsers from time to time) (collectively, "**Sites**") subject to your compliance with these Terms of Use.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE SITES. These Terms of Use constitute an agreement between HOB and you. We recommend that you print out a copy of these Terms of Use for your records.

By using the Sites, you affirm that you are able and legally competent to agree to and comply with these Terms of Use. If you do not agree to these Terms of Use or if you are not legally competent to agree to them, then you may not use the Sites.

**Please note that these Terms of Use contain provisions that govern the resolution of claims between HOB and you. Please see the Legal Disputes section for complete details.**

## **Privacy & Security**

Please review our Privacy Policy, which is incorporated into these Terms of Use and also governs your use of the Sites. To the extent there is a conflict between the terms of the Privacy Policy and these Terms of Use, the Terms of Use govern.

Information security is important to HOB. We have established appropriate physical, electronic and managerial safeguards to protect the information that we collect from or about our users. HOB does, however, reserve the right at all times to disclose any information as HOB deems necessary to satisfy any applicable law, regulation, legal process or governmental request.

## **Changes**

HOB reserves the right, at any time, to change these Terms of Use, our Privacy Policy and/or the Sites. Changes, however, shall not apply retroactively. Your use of the Sites following any such change constitutes your agreement to follow and be bound by the Terms of Use and/or Privacy Policy as revised. The revised Terms of Use and/or Privacy Policy supersede all previous versions, notices or statements regarding the Sites. If we request, you agree to sign a non-electronic version of these Terms of Use.

We will notify you of any change to these Terms of Use by updating the "*Last Updated*" date at the top of these Terms of Use.

### **Intellectual Property Rights**

The Sites contain valuable trademarks and service marks owned and used by HOB, including but not limited to, HOB, the HOB design logo, other HOB designs (collectively, the "**HOB Marks**"). Any use of the HOB Marks without the prior written permission of HOB is strictly prohibited. The arrangement and layout of the Sites, including but not limited to, the HOB Marks, images, text, graphics, buttons, screenshots, music, digitally downloadable files, and other content or material (collectively, the "**Site Content**"), are the sole and exclusive property of HOB.

UNAUTHORIZED COPYING, REPRODUCTION, MODIFYING, REPUBLISHING, UPLOADING, DOWNLOADING, POSTING, TRANSMITTING, MAKING DERIVATIVE WORKS OF OR DUPLICATING ALL OR ANY PART OF THE SITES IS PROHIBITED.

HOB uses a network of independent product and content suppliers, distributors and other such third parties to supply some of the products and content advertised on the Sites. All other trademarks, service marks, product names, package designs and company names or logos associated with these product and content suppliers, distributors and other such third parties that are not owned by us but appear on the Sites are the property of their respective owners. Rights of authors of articles and images submitted for use by the HOB in forums, on the Site, in email communications, and other communications, are retained by the Author and subject to the Terms and Conditions in our Acceptable Use Policy, Privacy Policy, Terms and Conditions, and Code Of Conduct of the House of Burnett.

For claims of copyright infringement, please see our Copyright Policy.

### **User-Generated Content**

From time to time, the Sites and Service permit the submission of content, such as comments, blogs, forums, articles, images, product reviews, and other generated content, generated by you and other users, regardless of the method of submission ("**User Content**").

You are solely responsible for your own User Content and the consequences of submitting, posting, or publishing it. Any User Content or other material, information or ideas that you submit to the HOB or post or publish on the Sites is non-confidential and non-proprietary for the House of Burnett.

By submitting User Content, you represent and warrant to HOB that: (i) your User Content does not violate any copyright, trademark, trade secret, patent or other intellectual property right, any right of privacy or publicity of any third party or any applicable law, rule or regulation, (ii) you own or have the

legal right to use and authorize HOB to use your User Content, including written consent to use of any product or the name, voice, likeness or any other applicable personal rights of each identifiable person featured or referenced in your User Content and (iii) your User Content does not violate HOB's *Acceptable Use Policy and Code of Conduct* set forth below.

As between you and HOB, you will retain all of your ownership rights in and to your User Content. By submitting User Content to HOB, you hereby grant to HOB a perpetual, worldwide, non-exclusive, irrevocable, royalty-free, sublicensable (through multiple tiers) and transferable right and license to use, reproduce, distribute, edit, modify, translate, reformat, prepare derivative works based upon, display publicly, perform publicly and otherwise exploit (including but not limited to over the Internet, broadcast television or any other uses or media) your User Content, in whole or in part, including future rights that HOB (or its successor) may otherwise become entitled to that do not yet exist, as well as new uses, media, means and forms of exploitation throughout the universe exploiting current or future technology yet to be developed. You also hereby grant each user of the Sites a non-exclusive license to access your User Content through the Sites and to use, access, watch, reproduce, distribute, transmit, forward, display and perform such User Content in whole or in part, to the extent permitted by the Sites under these Terms of Use.

HOB does not endorse any User Content or any opinion, recommendation, or advice expressed therein. HOB reserves the right but is not obligated to monitor User Content or other content sent to or through the Sites. **HOB has the right to refuse, remove, edit or delete any User Content and/or to terminate any user's access to the Sites for any reason.** HOB takes no responsibility for User Content. User Content used by the HOB in communications will be subjected to an internal review prior to dissemination to ensure that it meets the Code of Conduct of the HOB.

#### **Social Media Tag or other Usage**

BY USING #HOUSEOFBURNETT, #HOB, HOUSEOFBURNETT FACEBOOK, TWITTER, AND SIMILAR SOCIAL MEDIA ACCOUNTS OR TAGS IN ANY WAY RELATED TO ANY OF THE SITES, OR SUBMITTING MATERIAL THROUGH TEXT, EMAIL, OR CHAT TO THE HOB, EACH USER AGREES TO PROVIDE HOB WITH AN UNRESTRICTED, IRREVOCABLE, ROYALTY-FREE, PERPETUAL, FULLY PAID-UP, TRANSFERABLE, WORLDWIDE LICENSE TO USE THE UPLOADED IMAGE(S) IN ANY AND ALL MARKETING MATERIALS, ON SPONSOR'S WEBSITES, AND THROUGH ALL SOCIAL MEDIA CHANNELS. EACH USER REPRESENTS AND WARRANTS THAT UPLOADED IMAGES DO NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, COPYRIGHTS AND TRADEMARK RIGHTS.

## **Acceptable Use Policy**

By submitting User Content and otherwise using the Sites or Service, you agree not to: (i) submit any User Content that is protected by or otherwise subject to any third party intellectual property or proprietary rights (including any privacy and publicity rights) unless you own or have permission from the rightful owner of such rights to post such User Content and to grant HOB all of the rights granted herein; (ii) upload, post, e-mail or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, hateful or racially, ethnically or otherwise objectionable; (iii) use the Sites to harm any person or entity, including HOB; (iv) impersonate any person or entity, including but not limited to, a representative of HOB, or falsely state or otherwise misrepresent your affiliation with a person or entity; (v) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted to or through the Sites; (vi) upload, post, e-mail or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail or any other form of solicitation; (vii) upload, post, e-mail or otherwise transmit any content that contains computer viruses or other computer code, files or programs that interrupt, destroy or limit the functionality of the Sites or any other computer software or hardware or telecommunications equipment; (viii) intentionally or unintentionally violate any applicable local, state, national or international laws, rules or regulations, including but not limited to those promulgated by the U.S. Federal Trade Commission, U.S. Securities and Exchange Commission; (ix) collect, store or use personal information about other users of the Sites without their consent; (x) use the Sites (including through submission of User Content) to disparage or make unsubstantiated claims about any person, third party or its/their products or services; (y) use any of the Sites in any manner that could overburden or impair any of the Sites or the networks or systems connected to the Sites; and/or (z) use any device, software or instrumentality to interfere with the proper working of the Sites or disobey any requirements, procedures, policies or regulations of networks connected to the Sites.

You also agree that you will not violate or attempt to violate the security of the Sites. Violations of system or network security may result in civil or criminal liability. HOB reserves the right to investigate occurrences which may involve such violations and may involve and cooperate with law enforcement authorities in prosecuting users who have participated in such violations.

## **Order Acceptance**

The receipt of an order number or an email order confirmation does not constitute the acceptance of an order or a confirmation of an offer to sell. HOB reserves the right, without prior notification, to limit the order quantity on any item and/or to refuse service to any customer. Verification of information may be required prior to the acceptance of an order. Prices and availability of products on the Sites

are subject to change without notice. Errors will be corrected when discovered and HOB reserves the right to revoke any stated offer and to correct any error, inaccuracy, or omission (including after an order has been submitted). Certain orders constitute improper use of the Sites and the HOB Rewards Program described below. HOB reserves the right, at its sole discretion, to refuse or cancel any order for any reason. Your account may also be restricted or terminated for any reason, at HOB's sole discretion. Items purchased pursuant to a quantity discount may be re-priced upon cancellation.

### **Links to Other Websites**

The Sites may contain links to third-party websites ("**Other Sites**") that are not under HOB's control. HOB makes no claim and accepts no responsibility regarding the quality, nature or reliability of the Other Sites that are accessible by hyperlinks from the Sites or link to the Sites. HOB provides these links to you as a convenience and the inclusion of any link does not imply endorsement by HOB of Other Sites or any association with the operators of such Other Sites. You are responsible for viewing and abiding by the privacy statements and terms of use posted at any third-party sites.

### **Mobile Devices and Mobile Applications**

If you use a mobile device to access pages of the Sites optimized for mobile-viewing, opt in to receive SMS (text messages) from HOB (as/when available), or use a mobile application, the following additional terms and conditions ("**Mobile Terms**") also apply to you. Your access to the Sites via your mobile device or use of a mobile application confirms your agreement to these Mobile Terms, as well as the rest of the Terms of Use.

By opting in, you agree to receive promotional SMS text messages on your mobile device. Your consent is not required as a condition of purchasing any goods or services from HOB. By agreeing to receive SMS messages from HOB, you certify that you are over 18 years of age and (a) you are the mobile account holder or (b) you have the account holder's permission to enroll the designated mobile phone number and can incur any mobile message or data charges. You agree that you are solely responsible for all message and data charges that apply to use of your mobile device to access the Sites or use of a mobile application. All such charges are billed by and payable to your mobile service provider. Please contact your participating mobile service provider for pricing plans, participation status and details. You understand that wireless through Wi-Fi or a participating mobile service provider may not be available in all areas at all times and may be affected by product, software, coverage or other service changes made by your mobile service provider or otherwise. Additional terms and conditions may apply to your use of a mobile application, based on the type of mobile device on which you install and use the mobile application.

## **Notice to California Residents**

California Proposition 65 requires that special warnings be provided when products contain chemicals known by the State of California to cause cancer, birth defects, or other reproductive harm if the use of those products may cause exposure to those chemicals above specific limits. These warnings relate to some but not all tools, lead crystal glassware, ceramic tableware, tiffany style lamps, and electrical cords. Please call us prior to ordering if you have any questions regarding the safety of these products.

Pursuant to California Civil Code Section 1789.3, HOB provides users of the Sites with the following notice: You may report complaints to the Consumer Information Division of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at 800-952-5210.

## **Communications with HOB**

For all communications made to or with HOB, including but not limited to feedback, questions, comments, submissions, suggestions and the like: (i) you will have no right to confidentiality in your communications and HOB will have no obligation to protect your communications from disclosure; (ii) HOB will be free to reproduce, use, disclose and distribute your communications to others without limitation; and (iii) HOB will be free to use any ideas, concepts, know-how, content or techniques contained in your communications for any purpose whatsoever, including, but not limited to, the development, production and marketing of products and services that incorporate such information.

## **Indemnity**

You agree to indemnify and hold HOB and its agents and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (i) your use of the Sites, including any User Content you submit, post to or transmit through the Sites, (ii) your violation of these Terms of Use or (iii) your violation of any rights of another user.

## **Disclaimer of Warranties**

HOB intends for the information and data contained in the Sites to be accurate and reliable but since the information and data have been compiled from a variety of sources, they are provided 'AS IS' and "AS AVAILABLE". You expressly agree that your use of the Sites and any information contained therein is at your sole risk. Accordingly, to the extent permitted by applicable law, HOB EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES AND CONDITIONS OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES AND CONDITIONS THAT MAY ARISE FROM COURSE OF

DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. Some jurisdictions do not allow the disclaimer of warranties or conditions so such disclaimers may not apply to you.

### **Limitation on Liability**

IN NO EVENT WILL HOB OR ITS OFFICERS, MANAGERS, MEMBERS, EMPLOYEES, AGENTS, SUCCESSORS, SUBSIDIARIES, DISTRIBUTORS, AFFILIATES OR THIRD PARTIES PROVIDING INFORMATION ON THIS SITE OR VIA OTHER CHANNELS, INCLUDING BUT NOT LIMITED TO PHONE AND EMAIL, BE LIABLE TO ANY USER OF THE SITES OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE) ARISING OUT OF THE USE OR INABILITY TO USE THE SITES OR ANY INFORMATION CONTAINED THEREIN, INCLUDING USER CONTENT, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, OR OTHERWISE, EVEN IF HOB HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

You hereby acknowledge that the preceding limitation on liability will apply to all content, merchandise and services available through the Sites or other channels. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, in such jurisdictions liability is limited to the fullest extent permitted by law. Regardless of the previous paragraphs, if HOB is found to be liable, our liability to you or to any third party is limited to the greater of (a) the amount in dispute not to exceed the total amount which you paid to us in the twelve (12) months prior to the action giving rise to the liability or (b) USD \$100.

### **Legal Disputes**

**PLEASE READ THIS SECTION CAREFULLY. EXCEPT AS THE TERMS OF USE OTHERWISE PROVIDE, YOU WAIVE YOUR RIGHTS TO TRY ANY CLAIM IN COURT BEFORE A JUDGE OR JURY AND TO BRING OR PARTICIPATE IN ANY CLASS, COLLECTIVE, OR OTHER REPRESENTATIVE ACTION.**

### **Agreement to Binding Arbitration**

**Any dispute, claim or controversy between you and HOB, its agents, employees, officers, directors, principals, successors, assigns, subsidiaries or affiliates (collectively for purposes of this section, 'HOB') arising from or relating in any way to: (1) these Terms of Use and their interpretation or the breach, termination or validity thereof, and the relationships which result from these Terms of Use; (2) your use of any website owned or operated by HOB and its affiliated brands; or (3) any products or services sold or distributed by HOB and its affiliated**

**brands or through any website owned or operated by HOB and its affiliated brands (collectively, "Covered Disputes") will be resolved by binding arbitration, rather than in court.**

**The arbitrator also has the sole authority to and shall address all claims or arguments by both parties concerning the formation, legality, and enforceability of this arbitration clause, the scope of this clause, and the arbitrability of any claim or issue arising between us.**

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Terms of Use as a court would.

### **Sole Exceptions to Arbitration**

Notwithstanding the foregoing, in lieu of arbitration: (1) either you or HOB can bring an individual claim in small claims court in the United States of America consistent with any applicable jurisdictional and monetary limits that may apply, provided that it is brought and maintained as an individual claim; and (2) you agree that you or HOB may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

### **Jury Trial and Class Action Waiver**

**Except as the Terms of Use otherwise provide, you and HOB acknowledge and agree that you are each waiving the right to a trial by jury and to the litigation of disputes in state or federal courts of general jurisdiction. The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action/class arbitration or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. You and HOB may not be plaintiffs or class members in any purported class, collective, private attorney general, or representative proceeding, or otherwise make or proceed with any claim on a collective or consolidated basis, and may each bring claims against the other only in your or its individual capacity. The arbitrator may award declaratory or injunctive relief only on an individual basis and only to the extent necessary to provide relief warranted by the individual claim. Other rights that you would have if you went to court, such as access to discovery, also may be unavailable or limited in arbitration.**

### **Governing Law**

You and HOB agree that any claim between us involves commerce under, and is governed exclusively by, the Federal Arbitration Act ("FAA") and federal law, and not by any state or local laws,

or the laws of other countries, concerning or purporting to place limits on the availability or scope of arbitration or in any way imposing requirements beyond or inconsistent with those set forth in the FAA. Where otherwise applicable, the laws of the State of Arizona apply.

### **Initiating Arbitration and Arbitration Rules**

Prior to initiating any arbitration, the initiating party will give the other party at least 60-days' advance written notice of its intent to file for arbitration. HOB will provide such notice by email to your e-mail address on file with HOB and you must provide such notice by email. During such 60-day notice period, the parties will endeavor to settle amicably by mutual discussions any Covered Disputes. Failing such amicable settlement and expiration of the notice period, either party may initiate arbitration.

Any arbitration will be held before a single neutral arbitrator and will be governed by the Consumer Arbitration Rules and the Consumer Due Process Protocol (collectively, "AAA Rules") of the American Arbitration Association ("AAA") as currently in effect, and as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at <https://www.adr.org/consumer>, by calling the AAA at 800-778-7879, or by writing to the AAA Notice Address set forth below. To the extent that there is a conflict between this clause and the AAA Rules, the arbitrator shall resolve such conflicts so as to preserve the parties' mutual obligation to arbitrate claims on an individual basis.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to the AAA and to HOB. The AAA's address is: American Arbitration Association Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043 (the "AAA Notice Address"). You may also send a copy to the AAA online at <https://www.adr.org>.

You may choose to have the arbitration conducted by telephone, virtually, based on written submissions, or in person in the county where you live or at another mutually agreed location.

### **Arbitration Fees**

Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$1,000 unless the arbitrator determines the claims are frivolous. Likewise, HOB will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous.

We are committed to providing for dispute resolution at a reasonable cost to consumers consistent with the AAA Rules, and any matters related to such cost, if not agreed to by you and us, will be decided by the arbitrator.

## **Other**

To the extent that any other provision of the Terms of Use is found to be inconsistent with rights, duties, and requirements of this arbitration agreement, or where the application of such a provision would change or render unenforceable any part of this arbitration agreement, such provision shall be null and void and the terms of this arbitration agreement shall control.

## **Termination**

Your ability to access and use the Sites remains in effect until terminated in accordance with these Terms of Use. You agree that HOB, in its sole discretion, may terminate your account and your use of the Sites and may remove and delete your User Content if HOB believes that you have violated or acted inconsistently with these Terms of Use or for any other reason. HOB also may in its sole discretion and at any time discontinue providing the Sites, or any part thereof, with or without notice. You agree that any termination of your access to the Sites may be effected without prior notice and you acknowledge and agree that HOB may bar any further access to the Sites. Further, you agree that HOB will not be liable to you or any third-party for any termination of access to the Sites.

For instructions for deleting your account, please see the "Registering for the Service" section of our Privacy Policy.

The provisions of the Intellectual Property Rights, User-Generated Content, Acceptable Use Policy, Disclaimer of Warranties, Indemnity, Limitation of Liability, Legal Dispute sections, together with and any other rights and obligations which by their nature are reasonably intended to survive such termination, will survive any termination of these Terms of Use.

## **Right to Access**

YOU MUST BE AT LEAST AGE 18 TO USE THE SITES. By using the Sites, you affirm that you are over age 18. If you are under age 18, you may not access or use the Sites without permission of a parent or guardian.

IF YOU ARE A PARENT OR GUARDIAN THAT PROVIDES CONSENT TO YOUR TEENAGER'S REGISTRATION WITH AND USE OF THE SITES, YOU AGREE TO BE BOUND BY THESE TERMS IN RESPECT OF SUCH TEENAGER'S USE OF THE SITES.

## **Outages**

HOB may periodically schedule system downtime for the Sites for maintenance and other purposes. Unplanned system outages also may occur. You agree that HOB has no responsibility and is not liable for: (a) the unavailability of any of the Sites; (b) any loss of data, information or materials caused by such system outages; (c) the resultant delay, mis-delivery or non-delivery of data,

information or materials caused by such system outages; or (d) any outages caused by any third parties, including without limitation any companies or servers hosting any of the Sites, any Internet service providers or otherwise.

### **Jurisdictional Issues**

The Sites are operated by HOB under the laws of the State of Arizona, USA. The Sites are intended for users who reside in the United States of America. HOB makes no representations or warranties that the Sites or any materials contained in them are valid, appropriate or available for use outside of the United States. If you access and use the Sites outside the United States, you do so at your own risk and are responsible for compliance with applicable local laws. HOB reserves the right to limit the availability of the Sites and/or the provision of any service, program or other product described thereon to any person, geographic area or jurisdiction, at any time and in our sole discretion. Any software on the Sites is subject to United States export controls and may not be downloaded or otherwise exported or re-exported: (a) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria or any other country to which the United States has embargoed goods or which is subject to other applicable U.S. trade sanctions; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using any software from the Sites, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

### **General Information**

No waiver of any provision or any breach of this Agreement will constitute a waiver of any other provisions or any other or further breach. In the event that any provision of this Agreement is determined to be illegal or unenforceable, the balance of the Agreement shall continue to be fully valid, binding, and enforceable. These Terms of Use set forth the entire Agreement between you and HOB with respect to use of the Sites and supersede any prior agreements between you and HOB relating to such subject matter. The Terms are not assignable, transferable or sublicensable by you except with HOB's prior written consent. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms of Use. 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. HOB's performance of these Terms of Use is subject to existing laws and legal process, and nothing contained in these Terms of Use is in derogation of HOB's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Sites or information provided to or gathered by HOB with respect to such use. A printed version of these

Terms of Use and of any notices given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The parties agree that all correspondence relating to these Terms of Use must be written in the English language.

### **Violations**

Please report any violations of these Terms of Use to the system administrator at [info@houseofburnett.org](mailto:info@houseofburnett.org).

### **Questions?**

If you have questions, comments or complaints about these Terms or the Sites, please contact us at [info@houseofburnett.org](mailto:info@houseofburnett.org) (please reference "Questions about the Sites").

# HOB's Copyright Policy

Last Updated: December 13, 2023

This Copyright Policy describes HOB's policy of prohibiting any information or materials that violate another party's intellectual property rights from appearing on the Service and their related domains (collectively, the "**Site**").

The Digital Millennium Copyright Act of 1998 (the "**DMCA**") provides recourse for a copyright owner who believes that material appearing on the Internet infringes his, her or its rights under U.S. copyright law. HOB complies with the DMCA by responding to notices and counter-notices that meet the then-current DMCA requirements. Please visit <http://www.copyright.gov/> for details about current DMCA requirements.

## **Notification of Alleged Copyright Infringement**

If you believe in good faith that material appearing on the Site infringes your copyright, you (or your agent) may send HOB a written notification pursuant to the DMCA (a "**DMCA Notice**"). Your DMCA Notice should be sent to our Copyright Agent (identified below), contain all of the information listed below (and as further set forth in 17 U.S.C. § 512(c)(3)) and request that the material be removed or that access to it be blocked. Your DMCA Notice must contain:

1. Identification in sufficient detail of the copyrighted work that you claim has been infringed. If multiple copyrighted works on the Site are covered by a single notification, you may provide a representative list of such works on the Site; however, the representative list must still contain sufficient detail of the copyrighted works so that we can identify them;
2. Identification of the URL or other specific location on the Site that contains the material that you claim to be infringing your copyright. You must provide us with reasonably sufficient information to enable us to locate the alleged infringing material and comply with your request to remove or deny access to the material;
3. Your name, address, telephone number and email address (if available);
4. The electronic or physical signature of the owner of the copyright or a person authorized to act on the copyright owner's behalf;
5. A statement that you have a good faith belief that use of the material on the Site as you have described in the DMCA Notice is not authorized by the copyright owner or its agent or the law; and
6. A statement that you swear under penalty of perjury that the information contained in your notification is accurate and that you are the copyright owner or that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You must submit any notification of an alleged copyright infringement to HOB's Copyright Agent by mail or email as set forth below:

House of Burnett International, Inc  
P.O. Box 12642,  
Charlotte, NC 28220

Email: [info@houseofburnett.org](mailto:info@houseofburnett.org) (please reference "HOB DMCA Notice")

If you fail to comply with all of the above requirements, your DMCA Notice will not be valid. Please note that you may be liable for damages, including court costs and attorneys' fees, if you materially misrepresent that materials on the Site are infringing a copyright.

### **Counter Notification**

If you believe in good faith that your own copyrighted material has been removed from the Site as a result of mistake or misidentification, you may submit a written counter notification letter to HOB's Copyright Agent pursuant to Sections 512(g)(2) and (3) of the DMCA. To be an effective counter notification under the DMCA, your written correspondence must include substantially the following:

1. Identification of the material that has been removed or disabled and the location at which the material appeared before it was removed or disabled;
2. A statement that you consent to the jurisdiction of the Federal District Court in which your address is located or in the State of Arizona if your address is outside the United States;
3. A statement that you will accept service of process from the party that filed the notification of alleged copyright infringement or the party's agent;
4. Your name, address and telephone number;
5. A statement that you swear under penalty of perjury that you have a good faith belief that the material in question was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled, or that the material identified by the complaining party has been removed or disabled at the URL or web location and will no longer be shown or accessible; and
6. Your physical or electronic signature.

You may submit your counter notification to HOB's Copyright Agent by mail or email as set forth below:

House of Burnett International, Inc  
P.O. Box 12642,  
Charlotte, NC 28220

Email: [info@houseofburnett.org](mailto:info@houseofburnett.org) (please reference "HOB DMCA Notice")

Upon receipt of a counter notice, HOB's Copyright Agent may send a copy of it to the original complaining party informing that party that HOB may replace the removed content or cease disabling

it. Unless the copyright owner files an action seeking a court order against HOB, the removed content may be replaced or access to it restored by HOB.

You acknowledge that if you fail to comply with all of the above requirements, your DMCA counter notification will not be valid. Please note that if you materially misrepresent that the disabled or removed content was removed by mistake or misidentification, you may be liable for damages, including costs and attorneys' fees.

# CODE OF CONDUCT

Last Updated: December 13, 2023

Effective: May 5, 2021

Please do not use the forum to solely advertise or promote commercial products or a business.

Do not post private or personal information of any kind.

Each member may only register once.

No name calling, accusations, threats, personal attacks, or deliberately provocative messages (trolling).

The House of Burnett International, Inc. ("HOB") assumes no liability for the accuracy or reliability of any information posted on this Web site or disseminated through other communication mediums, such as email, forums, or chats.. The information may not be checked, verified, or edited, and is used at your own risk.

The House of Burnett, Inc. may, at its sole discretion, prohibit access by any party violating these policies, or for any reason we deem suitable. We may also moderate certain accounts to monitor what is being posted.

We reserve the right to block, remove, or edit any post or message that is:

1. off-topic
2. abusive
3. harassing
4. slanderous
5. primarily about politics or religion outside of a religious specific forum topic
6. in poor taste or objectionable
7. advertising or notice of items for sale or lease, by you or others outside of a dedicated sales topic
8. primarily about the promotion of a Web site not affiliated with the HOB
9. out of context with the forum topic
10. violates any site policy

The decision to block, remove or edit any post or message is made at our sole discretion.

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Names, email addresses, and/or any other personal information of any kind appearing on this Web site is protected by copyright and is the property of HOB. Any use, including the compiling or collecting, of this information for the purpose of commercial solicitation is expressly prohibited.

Please see our privacy policy.

These policies are subject to change without notice. Please report problems or direct questions to [info@houseofburnett.org](mailto:info@houseofburnett.org).