

BRIGHT AGES LLC – TERMS OF USE

WELCOME TO [HTTPS://WWW.BRIGHT-AGES.COM/](https://www.bright-ages.com/). PLEASE READ THESE TERMS OF USE CAREFULLY BECAUSE THEY DESCRIBE YOUR RIGHTS AND RESPONSIBILITIES AND CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND BRIGHT AGES LLC REGARDING YOUR USE OF OUR [HTTPS://WWW.BRIGHT-AGES.COM/](https://www.bright-ages.com/) WEBSITE.

These are official terms and conditions (“Terms of Use”) and form a legally binding agreement between you and Bright Ages LLC (“Bright Ages”, “we”, “us”, or “our”) regarding your use of our Internet Website located at <https://www.bright-ages.com/>, as well as the associated Web pages, features and functions made available by Bright Ages (individually and collectively, the “Site”).

YOU AGREE TO READ THESE TERMS OF USE CAREFULLY BEFORE EACH USE OF THE SITE.

The Site is offered and made available only to users 13 years of age or older and if you are not yet 13 years old you must have a parent or guardian’s permission to view the Site. Moreover, if your use of the Site is prohibited or restricted in any way by the laws, regulations or other governmental requirements of the jurisdiction in which you live or reside, or if, for any reason and at any time, you do not agree with all of the terms and conditions contained in these Terms of Use, please discontinue using the Site immediately. **BY USING THE SITE: (I) YOU CERTIFY THAT YOU ARE AT LEAST 13 YEARS OF AGE OR HAVE A PARENT OR GUARDIAN’S PERMISSION FOR YOUR USE OF THE SITE AND (II) YOU UNDERSTAND, ACKNOWLEDGE AND AGREE TO BE BOUND BY THESE TERMS OF USE. YOUR REMEDY FOR DISSATISFACTION WITH THE SITE, OR ANY GOODS, SERVICES, CONTENT OR OTHER INFORMATION AVAILABLE ON OR THROUGH THE SITE, IS TO STOP USING THE SITE AND/OR THOSE PARTICULAR SERVICES OR CONTENT. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR USE OF THE SITE.**

When we use the term “Agreement” we mean and are referring to these Terms of Use, as well as any additional terms and conditions that apply to and govern your use of the features, functions and services we make available to you from time to time through the Site. These Terms of Use and our use of the term “Agreement” also includes our Privacy Policy that can be accessed through a link on the Site’s home page. The Privacy Policy is hereby incorporated into our Agreement with you by this reference and this Agreement will remain in full force and effect as long as you are a user of the Site, even if your use of or participation in any particular service, feature, or function terminates, expires, ceases, is suspended or deactivated for any reason.

The words “use” or “using” in this Agreement, means any time an individual (a “user”), directly or indirectly, with or without the aid of a machine or device, does or attempts to access, interact with, use, display, view, print or copy from the Site, receive data from the Site, or in any way utilizes, benefits, takes advantage of or interacts with any function, service or feature of the Site, for any purpose whatsoever. This Agreement does not cover your rights or responsibilities with respect to third party content or any links on the Site that may direct your browser or your connection to third party Websites or Web pages.

1. GENERAL USE OF THE SITE.

The Site is available to users in the general public without registering and you may visit and browse the Site without charge or obligation; *provided, however*, we reserve the right in our sole discretion to make changes, limit or restrict any portion of the Site at any time and from time to time, without notice to you.

2. MODIFICATIONS.

These Terms of Use are effective as of September 1, 2024. We reserve the right, at any time and from time to time, for any reason in our sole discretion, to change the terms of this Agreement without any liability or obligation to you, with or without notice. We will post or display notices of material changes on the Site. Once we post them on the Site, these changes become effective immediately and if you use the Site after they become effective it will signify your agreement to be bound by the changes. You acknowledge and agree that it is your responsibility to review the Site and these Terms of Use periodically and to be aware of any modifications or revisions. You should check back frequently and review the terms and conditions of this Agreement regularly so you are aware of the most current rights and obligations that apply to you and the terms and conditions of your agreement with us.

3. OWNERSHIP AND PROPRIETARY RIGHTS.

Copyright © 2024 Bright Ages LLC – All Rights Reserved.

The Site, including all content, media and materials, all software, code, design, text, images, photographs, illustrations, audio and video material, media files, artwork, graphic material, articles, databases, proprietary information, writings, spoken statements, music, video recordings, audio-visual works and recordings, slides, portraits, animated and/or motion pictures, caricatures, likenesses, vocal or other sounds, sound recordings, voices, voice reproductions, computer graphics and visual effects, as well as any accompanying documentation, packaging or other materials, tangible or intangible, and all copyrightable or otherwise legally protectable elements of the Site, including, without limitation, the selection, sequence and ‘look and feel’ and arrangement of items, and all derivative works, translations, adaptations or variations of same, regardless of the broadcast medium, format or form, now known or hereinafter developed or discovered, and regardless of where produced, on location, in a studio or elsewhere, in black-and-white or in colors, alone or in conjunction with other works, characters, real or imaginary, in any part of the world (all of the foregoing, individually and/or collectively, is referred to herein as “Content”), are the property of Bright Ages and/or its affiliates, and their authorized advertisers, licensors, suppliers, service providers, promotional partners and/or sponsors.

All Content on the Site is legally protected, without limitation, under U.S. Federal and State, as well as applicable foreign laws, regulations and treaties. Bright Ages authorizes you to access Content and grants you the right to use the Site solely for your non-commercial, non-exclusive, non-assignable, non-transferable and limited personal use and for no other purpose whatsoever. You must not alter, delete or conceal any copyright or other notices contained on the Site, including notices on any Content you display, print or reproduce from the Site. Unless we explicitly and specifically notify you otherwise in writing, you shall not, nor will you allow any third party (whether or not for your benefit) to reproduce, modify, create derivative works from, display, perform, publish, distribute, sell, upload, transmit, disseminate, broadcast or circulate to any third party (including, without limitation, on or via a third party Website) or otherwise use, any Content without the express prior written consent of Bright Ages. Any unauthorized or prohibited use of any Content, including use in contravention of this Agreement, may subject you to civil liability, criminal prosecution, or both.

You may not use any computerized or automatic mechanism, including without limitation, any Web scraper, spider or robot, to access, extract or download any Content from the Site unless you are expressly authorized to do so by Bright Ages. As an express condition of your use of the Site, you warrant to us that you will not use the Site for any unlawful purpose or purpose prohibited by this Agreement. If you violate any part of this Agreement, your permission to use the Content automatically terminates and you must immediately destroy any copies you have made of any of the Content. We make no representation that any Content is legal or appropriate for use outside of the United States of America or that it is authorized for export from the United States of America or for import into any foreign country. You are solely responsible for complying with all import and export laws and regulations and all applicable laws of any jurisdiction inside and outside of the United States of America from which you may access the Site.

We respect the intellectual property of others, and we ask you to do the same. Accordingly, Bright Ages has adopted the following Intellectual Property Compliance Policy. If you or any user of the Site believes its copyright, trademark, or other property rights (“IP Rights”) have been infringed, the IP Rights owner (“Complaining Party”) should send notification to our Designated Agent (as identified below) immediately. To be effective, the notification must include:

- a. A physical or electronic signature of the Complaining Party or such person authorized to act on behalf of the Complaining Party;
- b. Identification of the IP Rights claimed to have been infringed;
- c. Information reasonably sufficient to permit us to contact the Complaining Party or such person authorized to act on behalf of the Complaining Party, such as address, telephone number and, if available, an electronic mail address at which the Complaining Party may be contacted;
- d. Identification of the material that is claimed to be infringing or to be subject to infringing activity on the Complaining Party’s IP Rights that is to be removed and information reasonably sufficient to permit us to locate such materials;
- e. A statement that the Complaining Party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, agent, or by law; and
- f. A statement that the information in the notification is accurate and, under penalty of perjury, the Complaining Party or such person authorized to act on behalf of the Complaining Party is the owner of an exclusive IP Right that is allegedly infringed.

Pursuant to the Digital Millennium Copyright Act, 17 U.S.C. § 512(c) (“DMCA”), our Designated Agent for notice of claims of IP Rights infringement can be reached as indicated below.

Designated Agent for Claimed Infringement:

Bright Ages LLC
Attn: Emily Jenkins, Chief Executive Officer
36217 Glenveagh Rd, Selbyville, DE 19975
E-mail: emily@bright-ages.com

On notice, we will act expeditiously to review and if necessary to remove content on the Site that infringes the copyright rights of others and will disable the access to the Site and its services of anyone who uses them to repeatedly infringe the intellectual property rights of others. Any such removal will be without liability to you or any other party and that the claims of the Complaining Party will be referred to the United States Copyright Office for adjudication as provided in the DMCA. We take protection of copyrights, both our own and others, very seriously.

The brands, names, logos, trade names, trademarks, service marks and other distinctive identifications (collectively “Marks”) on or of the Site, including, without limitation, “Bright Ages™”, are the intellectual property of and proprietary to Bright Ages, its advertisers, suppliers and others with whom Bright Ages may do business. You have no right to use any of these Marks or any confusingly similar marks for any purpose without our express prior written consent.

4. HYPERLINKS TO THIRD PARTY SITES.

The appearance, availability, or your use of URLs or hyperlinks referenced or included anywhere on the Site or any other form of link or re-direction of your connection to, with or through the Site, does not constitute an endorsement by Bright Ages, or does Bright Ages incur any obligation, responsibility or liability on the part of the Site or any of Bright Ages’ affiliates, any of its successors and assigns, and any of its respective officers, directors, employees, agents, representatives, licensors, advertisers, suppliers, and operational service providers. We do not verify, endorse, or have any responsibility for, any such third party sites, their business practices (including their privacy policies), or any goods or services associated

with or obtained in connection with any such site in any manner. If any third party site obtains or collects personally identifiable information from you, in no event shall we assume or have any responsibility or liability. Please read our Privacy Policy below, which describes how Bright Ages collects and uses your personally identifiable information and co-branding relationships.

5. DISCLAIMER AND LIMITATIONS OF LIABILITY.

THE SITE AND ALL MATERIALS, AND MERCHANDISE THEREON ARE MADE AVAILABLE ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, OR ANY GUARANTY OR ASSURANCE THAT THE SITE WILL BE AVAILABLE FOR USE, OR THAT ALL PRODUCTS, FEATURES, FUNCTIONS OR OPERATIONS WILL BE AVAILABLE OR PERFORM AS DESCRIBED. Without limiting the foregoing, we are not responsible or liable for any malicious code, delays, inaccuracies, errors, or omissions arising out of your use of the Site. You understand, acknowledge and agree that you are assuming the entire risk as to the quality, accuracy, performance, timeliness, adequacy, completeness, correctness, authenticity, security and validity of any and all features and functions of the Site.

YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE SITE, BRIGHT AGES OR, ANY OF ITS AFFILIATES, OR ITS RESPECTIVE SUCCESSORS AND ASSIGNS, OR ANY OF ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, OPERATIONAL SERVICE PROVIDERS, ADVERTISERS, OR SUPPLIERS, SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, OF ANY KIND, DIRECT OR INDIRECT, IN CONNECTION WITH OR ARISING FROM YOUR USE OF THE SITE OR FROM THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES.

You further understand and acknowledge the capacity of the Site, in the aggregate and for each user, is limited. Some jurisdictions do not allow for the exclusion of certain warranties or certain limitations on damages and remedies, accordingly some of the exclusions and limitations described in this Agreement may not apply to you.

6. ADS AND MALWARE.

We take great care and pride in creating the Site. We are always on the lookout for technical glitches that effect how the Site works. When we find them on our end, we will fix them. Unfortunately, your home computer may cause some glitches that effect how you see the Site -- and that is totally beyond our control.

If you experience any unusual behavior, content or ads on the Site, it may be the result of Malware on your computer. Malware -- short for MALicious softWARE -- is a term used to broadly classify a form of software which is installed in a computer system with malicious intentions, usually without the owner's knowledge or permission. Malware includes computer viruses, key loggers, malicious active content, rogue programs and dialers, among others. While we continuously work closely with our partners to ensure that everything on the Site is working properly, sometimes Malware programs on your personal computer may interfere with your experience on the Site and on other sites that you visit. If you do discover any Malware on your system, we suggest you speak with a qualified computer technician.

7. INTERNATIONAL USE.

Although the Site may be accessible worldwide, we make no representation that materials thereon are lawful, appropriate or available for use in locations outside the United States of America, and accessing them from territories where its content is illegal is prohibited. Those who choose to access the Site from other locations do so on their own initiative and risk and are responsible for compliance with all local laws. Any offer for any product, service, and/or information made in connection with the Site is void where prohibited.

8. MISCELLANEOUS TERMS.

Without limitation, this Agreement contains the entire understanding and agreement between you and Bright Ages and supersedes any and all prior, inconsistent or other understandings relating to the Site and your use of the Site. This Agreement cannot be modified, changed or terminated, except as specifically described herein.

If any provision of this Agreement is held to be illegal, invalid or unenforceable, this will not affect any other provisions herein and this Agreement will be deemed amended to the extent necessary to make it legal, valid and enforceable. Any provision which must survive in order to allow us to enforce its meaning shall survive termination of this Agreement; provided, however, no action arising out of this Agreement or your use of the Site, regardless of form or the basis of the claim, may be brought by you more than one year after the cause of action has arisen (or if multiple causes, from the date the first such cause arose).

This Agreement and your use of the Site shall be governed by, construed and enforced in accordance with the substantive laws of the State of Maryland, USA applicable to contracts made, executed and wholly performed in that State, and, for the purposes of any and all legal or equitable actions, you specifically agree and submit to the exclusive jurisdiction and venue of the applicable State and Federal Courts situated in the State of Maryland and agree you will not object to such jurisdiction or venue on the grounds of lack of personal jurisdiction, improper venue, forum non conveniens or otherwise; provided, however, that notwithstanding the foregoing, you agree that Bright Ages has the sole right and discretion to commence and prosecute an action against you in connection with this Agreement in your home jurisdiction. To the extent it may be applicable, you agree to opt out from and expressly exclude any applicability of the Uniform Computer Information Transactions Act.

IN ANY ACTION OR PROCEEDING COMMENCED TO ENFORCE ANY RIGHT OR OBLIGATION OF THE PARTIES UNDER THIS AGREEMENT, YOUR USE OF THE SITE OR WITH RESPECT TO THE SUBJECT MATTER HEREOF, YOU HEREBY WAIVE ANY RIGHT YOU MAY NOW HAVE OR HEREAFTER POSSESS TO A TRIAL BY JURY.

A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.