

# TERMS AND CONDITIONS

Last Updated: October 23, 2017

- 1. Introduction.** Thank you for visiting Over65Advantage (“Website”), which is operated by Over65Advantage. Throughout this Website, the terms “we,” “us” and “our” refer to Over65Advantage, which offers this Website to you conditioned upon your acceptance of all terms, conditions, policies and notices stated herein.
- 2. Agreement.** Because this page contains legal obligations, including, but not limited to limitations on liability, arbitration provisions and a class action waiver, please read these Terms and Conditions carefully. By accessing, viewing or using any of our services, (i) you acknowledge that you have read, understand and agree to be bound by and subject to these Terms and Conditions and Privacy Policy (collectively “Terms of Use”), unless separate terms are offered by you in writing and accepted by Over65Advantage, and (ii) you represent and warrant that you are of legal age and not prohibited by law from accessing or using the goods and services offered herein. If you do not agree to all the Terms of Use of this agreement, then you may not access this Website or use any of its services.
- 3. Modification.** We reserve the right, in our sole discretion, to change these Terms and Conditions at any time by posting revised terms on this Website. The date on which these Terms and Conditions have been last updated will be noted immediately above this page and the revised Terms and Conditions will take effect seven (7) days after their publication on this Website. In the event we make material changes to the Terms and Conditions, we will attempt to notify you via email at the address we have on file. Your continued use of this Website after any such changes have been made constitutes acceptance of those changes.
- 4. License.** This agreement provides you with a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to use this Website solely for your personal use or your internal business purposes. You may not (i) use, copy, store, reproduce, transmit, distribute, rent, lease, sell, transfer, license, sublicense, or commercially exploit this Website in any manner not expressly permitted by this agreement; (ii) modify, alter, decompile, disassemble, reverse engineer, translate, or make derivative work of this Website; (iii) interfere, access, link to, use any source code contained in this Website; or (iv) erase or remove any proprietary or intellectual property notice contained in this Website and other services provided by Over65Advantage.
- 5. Site Use.** By accessing and using this Website, you acknowledge and agree that it is your sole responsibility to (i) maintain your compliance with the Terms and Conditions of this agreement; (ii) be responsible for and to abide by all applicable local, state, and federal laws, regulations, policies, and guidelines with respect to your use of this Website; and (iii) assume all responsibility for your use, and the results of your use, of this Website, including meeting any of your contractual requirements with third parties and other persons.
- 6. Copyrights and Trademark.** All content within this Website, including without limitation all software, graphics, text, design, images, illustrations, databases, user interfaces, visual interfaces, audio, design, structure, arrangement, products and information (collectively, “Content”) of this Website are owned, controlled, and licensed by Over65Advantage and/or its licensors. Any rights granted in this agreement are expressly licensed and revocable at any time in the sole and absolute discretion of Over65advantage.com. You shall not, nor will you allow any third party to reproduce, modify, display, perform, publish, distribute, disseminate, create derivative work from, broadcast or circulate to any third party, or otherwise use, any Content without the express prior written consent of Over65Advantage. Over65Advantage and all other names, logos and icons identifying Over65Advantage and its products and services are proprietary trademarks of Over65Advantage and/or its affiliates, and any use of such trademarks without the express written permission of Over65Advantage is strictly prohibited.

7. **Privacy.** We respect your privacy and use commercially reasonable efforts to safeguard your personally identifiable information. For additional information regarding 1953Supplement's collection and use of your personally identifiable information in connection with your use of this Website, please see our Privacy Policy.
8. **SMS and Auto Dialed Calls.** By entering your contact information into Over65Advantage, you expressly request to receive information via telephone call, email and/or SMS/text message, including through the use of an automatic telephone dialing system or artificial/prerecorded voice, SMS/text message, even if your telephone number is listed on any internal, state or federal Do-Not-Call registry list. Consent is not a requirement to purchasing the goods or services that Over65Advantage is offering. You may opt-out by replying "STOP" to any message that you receive and you may requested additional assistance by replying "HELP". Up to 15 recurring monthly messages per month. Standard message and data rates may apply.
9. **Representations and Warranties.** You represent and warrant to Over65Advantage that (i) you are at least 18 years of age; (ii) you are authorized to enter into this agreement; (iii) you will not use this Website or the Contents herein for any purpose or manner that violates any laws, regulation or that infringes the rights of Over65Advantage or any third party; (iv) any information or data you provide to Over65Advantage will not violate any law, regulation or infringe the rights of Over65Advantage or any third party; (v) all information that you provide to Over65Advantage in connection with this Website (e.g. name, e-mail address, phone number and/or other information) is true and accurate; and (vi) you are authorized and able to fulfill and perform the obligations and meet the conditions of a user as specified herein.
10. **Warranty Disclaimers.** Over65Advantage DOES NOT WARRANT, GUARANTEE OR MAKE REPRESENTATIONS REGARDING YOUR USE, OR THE ULTIMATE OUTCOME OF YOUR USE OF THIS WEBSITE, IN TERMS OF AVAILABILITY, ACCURACY, RELIABILITY, COMPLETENESS, INTENDED PURPOSE, QUALITY, FUNCTIONALITY, OR OTHERWISE. THIS WEBSITE AND MATERIALS CONTAINED HEREIN ARE PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY OUT OF COURSE OF DEALING, USAGE OR TRADE.
11. **Limitation of Liability.** YOU AGREE THAT Over65Advantage WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, USE, LOSS OF DATA, LOSS OF SECURITY ARISING OUT OF OR IN ANY WAY CONNECTED TO YOUR USE OF THIS WEBSITE, OR OF INFORMATION OR MATERIALS AVAILABLE THROUGH THE WEBSITE, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF Over65Advantage HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN PARTICULAR AND WITHOUT LIMITATION, TOTAL LIABILITY OF Over65Advantage FOR ANY REASON WHATSOEVER RELATED TO YOUR USE OF THIS WEBSITE, RESULTS FROM USE OF THIS WEBSITE, OR FOR ANY CLAIMS RELATING TO THIS AGREEMENT SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00 USD). THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, OUR LIABILITY IN SUCH JURISDICTION SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.
12. **Indemnification.** You agree to defend, indemnify, discharge, release and hold harmless Over65Advantage and its officers, directors, shareholders, employees, agents, representatives, affiliates, third party information providers, licensors, contractors and others involved in the delivery of products, services or information through this Website, arising from, in connection with or relating to (i) any breach or violation of this agreement by you; (ii) your failure to provide accurate, complete and current personally identifiable information requested or

required by us; (iii) your access or use of our services; (iv) your transmissions, submissions or postings; and/or (v) any personal injury or property damage caused by you. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees and litigation expenses of the Indemnified Parties in connection therewith.

13. **DMCA Notice.** Pursuant to the Digital Millennium Copyright Act (DMCA) Safe Harbor 17 U.S.C. § 512(c), if you believe that anything on this Website or service offered herein infringes any copyright that you own or control, you may file notice of such infringement, in compliance with the requirements of 17 U.S.C. 512(c)(3), with our designated agent at DV Marketing, Inc. 759 Bloomfield Ave. #244, West Caldwell, NJ 07006 or info@Over65Advantage.com. A copy of this legal notice may be sent to a third-party that may publish and/or annotate it. As such, your letter, with your personal information redacted, may be forwarded to the Chilling Effects Clearinghouse for publication.
14. **Foreign Users.** Over65Advantage makes no representation that materials in this Website are appropriate or available for use in other locations. If you access this Website from outside the United States, please understand that this Website may contain references and/or links to products and services that are not available or are prohibited in your jurisdiction. Any user who is a resident of a foreign country agrees that (i) they have voluntarily sought and established contact with Over65Advantage; (ii) they will not use, transmit, disseminate or upload any material, content, that would violate any applicable local, state or national laws or regulations of the foreign member's country of resident; (iii) under no circumstance shall Over65Advantage be deemed liable under any laws other than the United States; (iv) his or her participation is governed by United States law and subject to the arbitration and venue provisions stated herein; and (v) consent to having their data processed in the United States.
15. **Governing Law.** This agreement will be construed, enforced and governed in accordance with the laws of the State of California (but excluding Section 1283.1 of the California Code of Civil Procedure), without regard to any conflict of law principles. The state or federal courts in Los Angeles County, California will have exclusive jurisdiction and venue over all controversies in connection with this agreement, and you hereby consent to such exclusive and personal jurisdiction and venue. Any claim you may have against Over65Advantage must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. You agree to waive any right to a jury trial in connection with any action or litigation in any way arising out of or related to this Agreement and that each party has the right to seek attorneys' fees in any proceeding.
16. **Binding Arbitration.** The parties agree to submit any dispute arising out of or in any way relating to this Site to binding arbitration conducted by a single arbitrator under the Commercial Rules of the American Arbitration Association ("AAA") in Los Angeles, California, rather than a proceeding in a court of law. Any such arbitrator shall be knowledgeable in the subject area in which the dispute arises. All discovery shall be completed within sixty (60) days following the appointment of the arbitrator. Each party shall be entitled to representation by counsel, to appear and present written and oral evidence and argument and to cross-examine witnesses presented by the other party, provided that, where appropriate, the arbitrator may receive testimony via telephone, video or other electronic means of communication. The arbitration award shall be in writing and the arbitrator shall provide written reasons for the award. The award of the arbitrator shall be final and binding on the parties hereto and may be enforced in any court of competent jurisdiction. The prevailing party in any action or proceeding to enforce its rights hereunder shall be entitled to recover reasonable attorneys' fees and other reasonable costs, including fees of the arbitrator and the AAA, incurred in the action or proceedings. In no event shall the arbitrator award punitive or exemplary damages. The parties waive any right they may have to an appeal of the arbitrator's decision and/or award. Each party retains the right to seek judicial assistance: (i) to compel arbitration, (ii) to obtain interim measures of protection prior to or pending arbitration, (iii) to seek injunctive relief in the courts of any jurisdiction as may be necessary and appropriate to protect the unauthorized disclosure of its proprietary or confidential information; (iv) for any claims of infringement or misappropriation of 1953 Supplement's patent, copyright, trademark, or trade secrets; and (v) to enforce any decision of the

arbitrator, including the final award. If any AAA rule conflicts with these Terms and Conditions, these Terms and Conditions shall control. By agreeing to arbitration, you agree that the parties are each waiving the right to file a lawsuit and the right to a trial by jury in any action in any way arising out of or related to this agreement. Notwithstanding anything to the contrary, any party to the arbitration may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction.

17. **Notice of Claim.** For all disputes you may have, whether pursued in court or arbitration, you must first give Over65Advantage an opportunity to resolve the dispute by providing written notification to info@Over65Advantage.com and via postal mail to DV Marketing, Inc. 759 Bloomfield Ave. #244, West Caldwell, NJ 07006 stating (i) your name, (ii) your address, (iii) a written description of your claim, and (iv) a description of the specific relief you seek. If Over65Advantage does not resolve the dispute within 30 days after it receives your notification, you may pursue your dispute as set forth above.
18. **No Class Actions.** To the extent allowed by law, you and Over65Advantage each agree to waive any right to pursue disputes on a consolidated or class-wide basis; that is, to either join a claim with the claim of any other person or entity, or assert a claim in a representative capacity on behalf of anyone else in any lawsuit, arbitration, or other proceeding. You hereby understand that by agreeing to this class action waiver, you may only bring claims against Over65Advantage in an individual capacity and not as a plaintiff or class member in any purported class action or representative proceeding.
19. **Severability.** If any provision of this Agreement shall be adjudged by any court or arbitrator of competent jurisdiction to be unenforceable or invalid, this Agreement as a whole shall not be deemed unlawful, void or unenforceable, but only that provision of this Agreement that is unlawful, void or unenforceable shall be limited or eliminated from this Agreement. The remaining provisions of this Agreement will otherwise remain in full force and effect.
20. **Relationship of the Parties.** The relationship between you and Over65Advantage is and shall be that of independent contractors and nothing in this Agreement shall be construed or used to create or imply any relationship of partners, joint venturers, or employer and employee, nor shall either party hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both parties that each shall remain independent contractors responsible for its own actions. You may not assign or otherwise transfer this Agreement or the license granted hereunder or delegate any of your duties specified herein, in whole or in part, without 1953Supplement's prior written consent. Any attempt of assignment, delegation, or transfer in violation of this Agreement shall be void, of no effect, and a material breach of this Agreement. Notwithstanding the foregoing, Over65Advantage may assign this Agreement in whole or in part. Moreover, Over65Advantage may delegate its rights and responsibilities or use contractors or agents to fulfill its obligations under this Agreement.
21. **Termination.** Over65Advantage reserves the right at any time and on reasonable grounds, which shall include, without limitation, any reasonable belief of fraud, illegal activity, or actions or omissions that violate any term or condition of this Agreement, to terminate this Agreement with you in order to protect its name, business, or goodwill and/or any other user. You acknowledge and agree that Over65Advantage shall have the sole right to determine in its reasonable discretion whether you are engaging in any unauthorized activity and/or violating any term or conditions of this Agreement.
22. **California Consumer Notice.** Under California Civil Code Section 1789.3, California website users are entitled to know that they may file grievances and complaints with the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs, in writing at 400 R Street, Suite 1080, Sacramento, CA 95814, by telephone at (916) 445-1254 or (800) 952-5210, or by email at dca@dca.ca.gov.

23. **Entire Agreement.** This agreement and Over65Advantage Privacy Policy, which is hereby incorporated by reference as if set forth fully herein, represent the entire agreement between you and Over65Advantage with respect to subject matter herein, and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and Over65Advantage with respect to the Website.
  
24. **Miscellaneous.** The headings contained in this Agreement are for convenience of reference only, are not to be considered a part of this Agreement, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement. If you have questions, comments, concerns or feedback regarding this Agreement or our Services, please contact us at [info@Over65Advantage.com](mailto:info@Over65Advantage.com).