# **PRIVACY POLICY**

Welcome to the website of MOSS Lifestyle ("MOSS," "we," "us," or "our"). MOSS is committed to protecting its users' privacy. Our Privacy Policy ("Policy") is designed to help you understand how we collect, use and safeguard the information you provide to us, and to assist you in making informed decisions when using our Service.

This Policy applies to your use of https://www.mosslifestyle.com/ (the "Site") and any other related webpages, services, applications, or functionalities. By visiting, uploading, or otherwise interacting with the Site you are subject to this Policy. If any material changes are made to this Privacy Policy, we will notify you by posting the revised Privacy Policy on the Website or notifying you through the Website. ANY ACCESS TO OR USE OF THE WEBSITE BY YOU AFTER THE CHANGES GO INTO EFFECT SHALL CONSTITUTE AND BE DEEMED YOUR AGREEMENT TO THIS PRIVACY POLICY. Accordingly, we encourage you to periodically review this Privacy Policy and the Website in order to keep apprised of our current privacy practices. If you do not agree to our privacy practices as detailed here, please do not use this Website.

Please read this policy carefully, especially before providing personal information or submissions to us.

## 1. Information We Collect

### Personally identifiable information

Personally identifiable information ("PII") is any information that can be used to identify you, such as your first and last name, your email address, your physical address, phone number, etc.

We collect whatever personal data about you that you choose to give us, such as contact email addresses and profile information. If you give us an email address, we might send you promotional messages once in a while; we'll try to make them engaging and interesting but of course you'll be able to opt out at any time using the *unsubscribe* link in the email.

## Aggregate information (non-personally identifiable information)

MOSS may, from time to time, automatically collect aggregate information about our visitors to our advertisers, sponsors, promotional partners and affiliates. This aggregate information includes, but is not limited to, IP addresses connecting to our site, how many persons visited a particular page or activity, dates and times of image uploads, device characteristics, operating system, browser type, type of connection, page and image viewing statistics, and incoming and outgoing links.

Like most websites, we use log files to store this information. None of this automatically collected technical information is associated with any identified person at the time it is collected, but it could be associated with you under two circumstances: First, if you choose to give us personal data about you as described above, the technical information we collect that would otherwise be anonymous could instead be logged as coming from you. Second, if we are required to disclose our server logs as a result of a subpoena or other legal process, some third party such as your internet provider could match our anonymous technical information with you, using information beyond what is found on our servers.

### **About Cookies**

MOSS may use cookies, web beacons, pixel tags, or other anonymous tracking information to improve our server's interaction with your computer, and we may partner with third party advertisers who may (themselves or through their partners) place or recognize a unique cookie on your browser. These cookies enable more customized ads, content, or services to be provided to you. To trigger these cookies, we may pass an encrypted or "hashed" (non-human readable) identifier corresponding to your email address to a Web advertising partner, who may place a cookie on your computer. No personally identifiable information is on, or is connected to, these cookies. Although our servers currently don't respond to "do-not-track" requests (see below), you can block these cookies in other ways, for example by searching "[your browser] + disable cookies."

## 2. Information Use & Disclosure

MOSS will never share, sell, lease, or rent PII to unaffiliated third parties, except in the following circumstances:

- a) If we have a good faith belief that we must disclose such information for legal reasons, such as to enforce our Terms of Service, protect or assert the rights, property interests, or personal safety of MOSS (including its employees, directors, suppliers, distributors, service providers, users of the Website or others), or if we are otherwise required to disclose such information by law. We will disclose information only to the extent necessary to comply with the purpose of the request.
- b) We may share aggregate, anonymous or summary information regarding our customers and their behaviors with partners, advertisers or other third parties. This data is not personal information and so will not identify you personally. We may share information with companies that provide support services to us, such as a printer, mailing house, fulfillment-company, credit card processor, email service provider or web host, amongst others. These parties may need personal information about you in order to perform their functions. However, these parties may not use any personal information we share with them about you for any other purpose other than in connection with performing supporting functions for us.

### 3. Protecting Your Information

MOSS has implemented certain physical, administrative, and technical security measures to protect against the loss, misuse, or alteration of the information you provide. However, no data transmission over the Internet can be guaranteed to be 100% secure. Therefore, MOSS cannot warrant that your information will be absolutely secure when it is transit. Any transmission of data is at your own risk. You should take safety precautions to prevent unauthorized access to your information such as by limiting access to your computer or mobile device.

### 4. Do Not Track

Do Not Track ("DNT") is a preference you can set in your browser to let websites you visit know that you do not want them collecting certain information about you. MOSS does not currently respond to, or honor, Do Not Track signals or requests from your browser.

## 5. Your Rights Regarding The Use Of Your Personal Information.

You have the right at any time to prevent us from contacting you for marketing purposes. If and when we send a promotional communication to a user, the user can opt out of further promotional communications by following the unsubscribe instructions provided in each promotional e-mail. Please note that notwithstanding the promotional preferences you indicate by unsubscribing or opting out in some other fashion, we may continue to send you administrative emails including, for example, periodic updates to our Privacy Policy.

### 6. Creating an account

(MOSS Lifestyle does not currently offer users the ability to create accounts on our site. However, if and when this feature is enabled in the future, the following terms will apply.)

In order to access a profile and post comments on MOSS you must first create an account with a username and password. The registration system requires that a valid email address be used to confirm the account. You should choose a username that *does not* include your last name and *does not* specify your city or your address. MOSS Lifestyle asks that you use your first name only, or an alias, for your display name. This is to safeguard your privacy and protection.

MOSS accounts are backed up regularly. If a user changes the information on his or her account, MOSS's stored data backups may include the user's original information. If you email anyone at MOSS, a record of the addresses and correspondence will continue to exist. We save this information so that we can respond to you and have a record of that correspondence.

# 7. Children's Online Privacy Protection Act (COPPA)

MOSS does not knowingly collect personally identifiable information from children under the age of thirteen (13). If you are under the age of thirteen (13) you should not provide us with any personally identifiable information. If we learn that we have collected any information or content from anyone under the age of 13, we will delete that information immediately.

## 8. Links to Other Websites

MOSS may, from time to time, contain links to other sites. However, we are not responsible for the privacy practices employed by those sites, or the information or content they contain. We encourage our users to be aware of this fact when they leave www.thegoodtrade.com, and to read the privacy statements of any website that collects personally identifiable information. This Privacy Policy applies only to information collected by MOSS through our site and does not apply to any third-party websites linked.

### 9. Anti-SPAM Policy

MOSS is 100% opposed to unsolicited commercial email ("spam"). We do not have any desire to send unsolicited marketing emails to anyone without permission and we do not sell or provide user email addresses to any unauthorized third party in violation of this Policy. All of our newsletters and other general email marketing communications also include an "unsubscribe" opt-out link that you may use to tell us to stop sending you marketing emails.

## 10. What if MOSS Lifestyle is sold or closes up shop?

In the event of a change in control resulting from, for example, a sale to, or merger with, another entity, or in the event of a sale of assets or a bankruptcy, MOSS reserves the right to transfer your personal information to the new party in control, or the party acquiring assets. We will only do so if the party we transfer the information to agrees that they will abide by our Privacy Policy for as long as they hold the information, and that they will not transfer the information to any other party who will not abide by our Privacy Policy.

## 11. Sharing of Information with Partners

As stated above, we may collect and provide aggregate information about our visitors to our advertisers, sponsors, promotional partners, and affiliates.

We use third-party advertising companies to deliver online advertising. These companies facilitate the delivery of ads, conduct market research, and use cookies for record-keeping purposes. These cookies sometimes enable the companies to serve you ads tailored to things you have shown an interest in based on your prior web activity. This is generally known as behavioral advertising. For example, this means that if you frequently read movie reviews online, it is possible that you might see ads on other websites relating to upcoming movies. Online advertising companies generally conduct this activity in an anonymous format, with online information not combined with information that would allow for your identification.

The third-party companies that will be serving advertisements on MOSS may include Google and, ... If you would like more information about the collection, use and disclosure practices of these companies, and/or your options for not having this information used by these companies, click on the company names above and follow the links to the company websites.

## 12. Changes to our Privacy Policy

We may periodically modify, alter, or update this Policy. We will alert users to any material changes to this policy by posting the revised information here. We encourage you to review our Privacy Policy on a regular basis to stay informed about how we are protecting the personal information we collect. Your continued use of MOSS's website constitutes your agreement to this Privacy Policy and any future updates.

# **TERMS AND CONDITIONS OF SERVICES**

### I. General

Welcome to the website of MOSS Lifestyle ("MOSS"). Any person accessing or using the website and any associated webpages (collectively, the "Site") is referred to as "you."

We ask that you review and abide by these Terms and Conditions, our Privacy Policy [https://www.mosslifestyle.com/] and any other terms and conditions that may appear on the Site from time to time. Your use of the Site constitutes your agreement to these Terms and Conditions, and we reserve the right to revise these Terms and Conditions at any time without notice to you. When we make revisions, we will post them on the Site and they will be effective immediately upon posting. You agree to check this section periodically to be aware of any changes to the Terms and Conditions. YOUR CONTINUED USE OF THE SITE AFTER THE POSTING OF ANY REVISIONS SHALL BE CONSIDERED YOUR AGREEMENT TO THE MODIFIED TERMS AND CONDITIONS. If you do not agree to these Terms and Conditions, please do not use this Site.

This Site and its Content are intended solely for personal and non-commercial use by you. Any use of this Site or its Content other than for personal and non-commercial purposes is strictly prohibited.

### II. Intellectual Property

Unless otherwise noted, the Site, its data and materials, as well as the selection, organization, coordination, compilation, and overall look and feel of the Site (collectively, the "Content") are the intellectual property of MOSS, our licensors, and our contributors. The Content is protected by U.S. copyright, trademark, trade-dress, and any other applicable national or international intellectual property laws. All ownership rights remain with MOSS, our licensors, or our contributors, as the case may be. Such Content cannot be used without the prior written permission of MOSS.

### III. <u>User Comments</u>

MOSS uses WIX's platform to offer comment functionality. Users must either register an account with WIX or use a social media integrated login in order to comment publicly on the Site. MOSS's community rules (below) apply to all comments. MOSS periodically moderates comments. We reserve the right to block commenters, remove or amend comments, and to remove user accounts entirely at our discretion, and/or for reasons including, but not limited to, violation of our Terms of Service.

By posting, distributing, sending or displaying User Generated Content ("UGC") to the Site, you:

- a) Hereby grant to MOSS a non-exclusive, royalty-free, perpetual, transferable, irrevocable, fully paid-up, worldwide, and sub-licensable right to use, copy, reproduce, modify, adapt, translate, distribute, publish, create derivative works of, display, perform, and otherwise disclose or incorporate into other works, the UGC for any purpose to the extent permissible by applicable law;
- b) Grant MOSS and its subsidiaries the right to use your name in connection with such UGC, subject to MOSS's Privacy Policy;
- c) Represent and warrant that:
  - You own and control all of the ownership rights to the UGC that you post or otherwise distribute, or you otherwise have the lawful right to post and distribute such UGC on or through this Site;
  - Such UGC is true, accurate, complete, and not misleading and does not infringe or otherwise violate or breach any applicable laws or regulations; and
  - The usage, publication and posting of such UGC does not violate these Terms and Conditions and will not and could not violate any rights of, or cause or could cause injury to, any third person or entity; and
  - Further grant MOSS the right to pursue before any appropriate forum any person or entity that violates MOSS's or your rights under any applicable law in the UGC.

Notwithstanding the related provisions in our Privacy Policy, UGC submitted by you is deemed non-confidential and MOSS is under no obligation to treat such UGC as proprietary information. Without limiting the foregoing, MOSS reserves the right to use the MOSS as it deems appropriate, including, without limitation, deleting, rejecting, or refusing to post it.

MOSS is under no obligation to offer you any payment for UGC or to attribute authorship of UGC to you, unless such an agreement has been made in writing. If, nonetheless, under any applicable law, it is determined that you retain moral rights in the UGC which you have posted to the Site, you hereby agree that:

- a) You won't require that any personally identifying information be used in connection with the UGC;
- b) You won't oppose the publication, use, modification or deletion of the UGC by MOSS; and
- c) You waive and will not claim or assert any entitlement to any moral rights in any of the UGC, to the extent permissible under applicable law.

## IV. Community Rules

- a. No nudity, pornography, or depictions of sexual activity
  - This includes images containing the explicit display of sexual organs especially intended to stimulate erotic feelings, full or partial nudity, any depiction of sexual activity, softcore or hardcore pornography.
  - This includes links posted in comments.
  - If you aren't sure, please don't post it.
  - b. No hate speech or abusive content.
    - Racism, sexism, slurs, personal attacks, death threats, suicide requests or any form of hate speech is not tolerated.
    - This includes hate speech or abuse in usernames, as well as images and comments.
  - c. No Advertising, SPAM, or other links to commercial websites
  - d. No Location Information / Doxing
    - Do not enter your or another individual's street address or any information that may lead another user to discover your real address. Users should include no information that makes them publicly identifiable

## V. <u>Images and Videos</u>

MOSS may display images, audio, and video (the "Material") from time to time. The types of Material Users are authorized to access on the Site includes Material commissioned by MOSS, embedded Material, Material we believe to be covered by the Fair Use Doctrine, Material from photographic archive and video vendors, and Material supplied to our staff or released into the public domain by public relations and marketing companies for press purposes.

### VI. Copyright Notices

In accordance with the Digital Millennium Copyright Act ("DMCA"), MOSS will remove any Content if properly notified that such Content infringes on another's intellectual property rights. We reserve the right, at our sole discretion, to remove any Content without prior notice.

If MOSS publishes Material you think infringes your copyright, please email us at info [at] mosslifestyle [dot] com and we will address your concerns.

If the Material falls into one of the categories listed above under Image and Video, we believe that our use is legitimate and we may not remove it from the site. If you have corresponded with MOSS directly, and thereafter choose to pursue a copyright notice, please note that we will respond only to notices of alleged infringement that comply with the DMCA. The text of the Act can be found at the <u>U.S. Copyright</u> Office Web Site.

To file a notice of infringement with us, you must provide a written communication (by email to info [at] mosslifestyle [dot] com) with an attached and signed PDF that sets forth the items specified below. If we do not respond in 10 business days, please write again – high email volume and spam means we sometimes miss emails.

To enable us to address your concerns quickly and efficiently, please provide the following information in your notice email:

- 1. For each alleged infringement that you wish to have removed, please provide the exact URL for the page containing the Material.
- 2. Provide information reasonably sufficient to permit us to contact you: an email address is preferred, as well as a telephone number.
- 3. For images, provide the following detailing your claim to ownership of the copyright in the allegedly infringing image:
- 4. Proof of copyright in the image concerned, namely proof of copyright registration of the Image, or, absent such registration, a detailed description of the image where it was taken, by whom, who or what the subject of the image is, and evidence to support your claim that you own the copyright. We may not comply with requests to remove an image if you cannot prove that you own the copyright in the image in question.
- 5. Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."
- 6. Sign the document and email it to info [at] mosslifestyle [dot] com).

You acknowledge that if you fail to comply with all of the requirements of this Section 7, your DMCA notice may not be valid and we will have no obligation to respond or acknowledge receipt of your notice. Please note that you will be liable for damages (including costs and attorneys' fees) if you materially misrepresent that any material on MOSS infringes your copyrights.

### VII. Accuracy of Information

While we strive for accuracy, information on the site may sometimes contain errors or inaccuracies. MOSS does not make any warranty as to the correctness or reliability of the site's content.

## VIII. <u>Email Correspondence</u>

Emails sent to any mosslifestyle.com email address or info [at] mosslifestyle [dot] com is considered our property. You can read more about this in our Privacy Policy [https://www.mosslifestyle.com/]. If you wish to remain anonymous, please specify this in the body of the email itself and we will do our best to respect your wishes.

### IX. Links

Our Site will occasionally contain links to, and quotation of, Material from other sites. MOSS is not responsible for the content or the privacy practices of other sites and expressly disclaims any liability arising out of such content or practices. We encourage our users to be aware when they leave MOSS's Site, and to read the privacy statements of any website that may collect personally identifiable information. Some of the links found on our Site may be links that have been paid for by the sponsor. Under no circumstances does MOSS accept responsibility for, nor shall MOSS be liable for any violation of personal or proprietary rights of you and/or any third party (including, but not limited to, copyright, trademark, patent, service mark, misappropriation, unfair competition, trade secret, privacy publicity rights, etc.), false advertising that is harmful, or violates any law or governmental regulation and/or any media that may constitute libel or slander of any person or entity or infringe upon or violate the right of privacy or any other right of any person or entity arising out of content, practices, or other media of any third party links.

Our Site will occasionally contain (paid) links to, and quotation of, material from other sites. MOSS is not responsible for the content or the privacy practices of other sites and expressly disclaims any liability arising out of such content or practices. Under no circumstances does MOSS accept responsibility for, nor shall MOSS be liable for any damages or detriment arising out of content, practices, or other media of third party links.

### X. <u>Information Security</u>

As stated in our Privacy Policy, no data transmission over the Internet can be guaranteed to be 100% safe. Thus, we cannot warrant that your information will be absolutely secure. MOSS has a variety of safeguards – technical, administrative, and physical – in place to help protect against unauthorized access to, use, or disclosure of user information.

### XI. <u>Disclaimer and Limitation of Liability</u>

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE SITE, CONTENT, PRODUCTS AND/OR SERVICES ON THE SITE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW AND EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, TGT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. **MOSS** DOES NOT REPRESENT OR WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERRORFREE, THAT ANY DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES THE SITE AVAILABLE ARE FREE FROM VIRUSES OR ANYTHING ELSE HARMFUL. FURTHER, EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, **MOSS** MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY, ADEQUACY, USEFULNESS, RELIABILITY, OR COMPLETENESS OF THE SITE, PRODUCTS, SERVICES, CONTENT, THE CONTENT OF ANY THIRD-PARTY SITE LINKED TO OR FROM THIS SITE, COMMENTS, INFORMATION, INFORMATION PROVIDED BY OUR VENDORS, OR ANY OTHER ITEMS OR MATERIALS ON THE SITE OR LINKED TO FROM THE SITE.

MOSS ASSUMES NO LIABILITY OR RESPONSIBILITY FOR (A) ANY, ERRORS, MISTAKES OR INACCURACIES OF THE CONTENT, PRODUCTS, SERVICES, INFORMATION, SITE AND MATERIALS SET FORTH ON OR MADE AVAILABLE THROUGH THE SITE, (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SITE, PRODUCTS, SERVICES OR ANY THIRD PARTY SITE(S), PRODUCTS OR SERVICES, (C) ANY UNAUTHORIZED ACCESS TO OR USE OF THE SERVERS THAT HOST THE SITE OR ANY THIRD PARTY SITE(S) AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE OR THIRD PARTY SITE(S), (E) ANY BUGS, VIRUSES, TROJAN HORSES OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE OR ANY THIRD PARTY SITE(S) BY MOSS OR ANY THIRD PARTY, AND/OR (F) ANY ERRORS OR OMISSIONS IN THE NETWORK OR ANY CONTENT, INFORMATION AND MATERIALS (INCLUDING BUT NOT LIMITED TO THIRD PARTY SITE(S)) OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY OF THE FOREGOING.

NO PERSON (INCLUDING ANY AGENT, DEALER OR REPRESENTATIVE OF **MOSS**) IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY CONCERNING PRODUCTS EXCEPT TO REFER YOU TO SECTION 6 OF THESE TERMS AND CONDITIONS, AND YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE NOT RELIED ON ANY OTHER WARRANTIES OR REPRESENTATIONS.

IN NO EVENT SHALL **MOSS** OR ITS SUBSIDIARIES, AFFILIATES, AGENTS, SUPPLIERS, VENDORS, MANUFACTURERS OR DISTRIBUTORS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, REVENUE OR PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS OPPORTUNITY OR GOODWILL, ARISING FROM OR IN CONNECTION WITH (A) THE USE OF, OR INABILITY TO USE, THE SITE; (B) THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, PRODUCTS, MATERIALS, CONTENT, OR SOFTWARE AVAILABLE FROM, ON OR THROUGH THE SITE OR ANY THIRD-PARTY WEBSITE(S); OR (C) THE CONDUCT OF OTHER USERS OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF TGT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ASSUME COMPLETE RESPONSIBILITY FOR YOUR USE OF THE SITE. YOUR SOLE REMEDY AGAINST **MOSS** FOR DISSATISFACTION WITH THE SITE OR ANY CONTENT IS TO STOP USING THE WEBSITE. THAT SAID, IF **MOSS** IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS ARISING OUT OF OR WHICH IS IN ANY WAY CONNECTED WITH YOUR USE OF THE SITE, ANY CONTENT, OR PURCHASE OF ANY PRODUCTS OR SERVICES ON OR THROUGH THE SITE, **MOSS**'S LIABILITY SHALL NOT EXCEED \$100.00 IN THE AGGREGATE.

### XII. General Legal Provisions

These Terms of Service are effective unless and until terminated by either you or MOSS. You may terminate these Terms of Service as they apply to you at any time by ceasing to use the Site. MOSS may terminate these Terms of Service at any time immediately and without notice, and accordingly deny you access to the Site, for any reason in its sole discretion; however, the provisions in these Terms of Service that relate to intellectual property, indemnification, disclaimer, limitation of liability, and choice of law shall survive any termination of these Terms of Service.

These Terms of Service shall be construed in accordance with the laws of the Georgia, without regard to any conflict of law provisions. Any dispute arising under these Conditions shall be resolved exclusively by the state and/or federal courts of the State of Georgia.

If any portion of these Terms of Service is held to be invalid or unenforceable, the invalid or unenforceable portion shall be modified in accordance with the applicable law with a provision that most closely reflects the intention of the original provision, and the remainder of these Terms of Service shall remain in full force and effect. The failure of MOSS to insist upon or enforce strict performance by you of any provision of these Terms of Service shall not be construed as a waiver of any provision or right.

We may provide notice to you relating to the Site and/or these Terms of Service by sending an e-mail to your last known e-mail address, and any such notice shall be deemed given and received on the day it is sent. A printed version of these Terms of Service and of any notices given to you in electronic form or otherwise shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You agree that any cause of action that you may desire to bring arising out of or related to these Terms of Service and/or the Site must commence within one (1) year after the cause of action arises. You may not use the Site or export the Content in violation of U.S. export laws and regulations. If you access the Site from a location outside the United States, you are responsible for compliance with all local laws.

MOSS's performance of these Terms of Service is subject to existing laws and legal process, and nothing contained in this these Terms of Service is in derogation of MOSS's right to comply with law enforcement requests or requirements.

These Terms of Service (together with our Privacy Policy, which is expressly incorporated herein by reference and which can be accessed on this Site, and any other terms that may appear on the Site from time-to-time) contain the entire understanding between you and us with respect to your use and access of this Site, and supersede all prior agreements, terms, conditions and understandings, both written and oral, with respect to such use and access of the Site. No representation, statement or inducement, whether oral or written, not contained in these Terms of Service (and any other terms that may appear on the Site from time-to-time) or the Privacy Policy shall bind any party to this agreement. No additional or different terms or conditions will be binding upon us unless expressly agreed to in writing by an officer of MOSS. No other representative has any authority to waive, alter, vary or add to these Terms of Service. Before using this Site please read through all referenced documents carefully.

## XIII. Changes to our Terms of Service

We may periodically modify, alter or update the Terms of Service. We will alert readers to any material changes to this policy by posting the revised information on our Site. We encourage you to review our Terms of Service on a regular basis to stay informed. Your continued use of MOSS constitutes your agreement to these Terms of Service and any updates therein.