

# **TERMS AND CONDITIONS FOR THE ONLINE SALE OF GOODS AND SERVICES**

**1. THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.**

**THESE TERMS REQUIRE THE USE OF ARBITRATION TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS.**

**BY PLACING AN ORDER FOR PRODUCTS OR SERVICES FROM THIS WEBSITE, YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS.**

**YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM THIS WEBSITE IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH CONTINUUM SOLUTIONS, LLC, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, GOODS OR SERVICES BY APPLICABLE LAW.**

These terms and conditions (these “**Terms**”) apply to the purchase and sale of products and services through <https://continuum.plutolmsapp.com/login/index.php> (the “**Website**”). These Terms are subject to change by Continuum Solutions, LLC (referred to as “**us**”, “**we**”, or “**our**” as the context may require) without prior written notice at any time, in our sole discretion. The latest version of these Terms will be posted on the Website, and you should review these Terms before purchasing any product or services that are available through the Website. Your continued use of the Website after a posted change in these Terms will constitute your acceptance of and agreement to such changes.

These Terms are an integral part of the Website Terms of Use that apply generally to the use of our Website. You should also carefully review our Privacy Policy before placing an order for products or services through the Website (see Section 8).

2. Order Acceptance and Cancellation. You agree that your order is an offer to buy, under these Terms, all products and services listed in your order. All orders must be accepted by us or we will not be obligated to sell the products or services to you. We may choose not to accept any orders in our sole discretion. After having received your order, we will send you a confirmation email with your order number and details of the products and services you have ordered. Acceptance of your order and the formation of the contract of sale between Continuum Solutions, LLC and you will not take place unless and until you have received your order confirmation email. You have the option to cancel your order at any time before we have sent your order confirmation email by emailing us at [contact@continuumnow.com](mailto:contact@continuumnow.com).

3. Prices and Payment Terms.

(a) All prices posted on the Website are subject to change without notice. The price charged for a product or service will be the price in effect at the time the order is placed and will be set out in your order confirmation email. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your merchandise total and will be itemized in your shopping cart and in your order confirmation email. We are not responsible for pricing, typographical, or other errors in any offer by us and we reserve the right to cancel any orders arising from such errors.

(b) Terms of payment are within our sole discretion and, unless otherwise agreed by us in writing, payment must be received by us before our acceptance of an order. We accept Visa, MasterCard, Maestro, American Express, Discover, JCB GooglePay, Link for all purchases. You represent and warrant that (i) the credit card information you supply to us is true, correct, and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any.

4. Delivery; Title and Risk of Loss. We will arrange for electronic delivery of the products to you. Please check the individual product page for specific delivery options.

5. Returns and Refunds. We do not accept any returns or offer any refunds for purchased products and services.

6. Limitation of Liability

**OUR LIABILITY WILL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCT OR SERVICE THAT YOU HAVE PURCHASED THROUGH THE SITE, NOR WILL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY LOSS OF PRODUCTION, WORK, DATA, USE, BUSINESS, GOODWILL, REPUTATION, REVENUE OR PROFIT, ANY DIMINUTION IN VALUE, COSTS OF REPLACEMENT GOODS OR SERVICES, OR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.**

**SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

7. Intellectual Property Use and Ownership. You acknowledge and agree that:

(a) All uses on the Website of the terms “sell,” “sale,” “resell,” “resale,” “purchase,” “price” and the like mean the purchase or sale of a license. Each product and service marketed on the Website is made available solely for license, not sale, to you and

other prospective customers under the terms, conditions, and restrictions of the license agreement the display or description of that specific product or service.

(b) You will comply with all terms and conditions of the specific license agreement for any product or service you obtain through this Website, including, but not limited to, all confidentiality obligations and restrictions on resale, use, reverse engineering, copying, making, modifying, improving, sublicensing and transfer of those licensed products and services.

(c) You will not cause, induce or permit others' noncompliance with the terms and conditions of any of these product and service license agreements.

(d) Continuum Solutions, LLC is and will remain the sole and exclusive owner of all intellectual property rights in and to each product and service made available on this Website and any related specifications, instructions, documentation or other materials, including, but not limited to, all related copyrights, patents, and trademarks and other intellectual property rights, subject only to the limited license granted under the product's or service's license agreement. You do not and will not have or acquire any ownership of these intellectual property rights in or to the products or services made available through this Website, or of any intellectual property rights relating to those products or services.

8. Privacy. We respect your privacy and are committed to protecting it. Our Privacy Policy governs the processing of all personal data collected from you in connection with your purchase of products or services through the Website.

9. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of the buyer to make payments to Seller, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) national or regional emergency.

The Impacted Party shall give notice within 5 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 consecutive days following written notice given by it under this Section 9, the other party may thereafter terminate this Agreement upon 5 days' written notice.

10. Governing Law and Jurisdiction. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the District of Columbia without giving effect to any choice or conflict of law provision or rule (whether of the District of Columbia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the District of Columbia.

11. Dispute Resolution and Binding Arbitration.

**(a) YOU AND CONTINUUM SOLUTIONS, LLC ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.**

**ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF PRODUCTS OR SERVICES THROUGH THE SITE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.**

(b) The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by this Section 11. (The AAA Rules are available at [adr.org](http://adr.org) or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the Agreement is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

If you prevail on any claim that affords the prevailing party attorneys' fees, the arbitrator may award reasonable fees to you under the standards for fee shifting provided by law.

(c) You agree to an arbitration on an individual basis. In any dispute, **NEITHER YOU NOR CONTINUUM SOLUTIONS, LLC WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS**

**MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.

12. Assignment. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 12 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

13. No Waivers. The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Continuum Solutions, LLC.

14. No Third-Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

15. Notices.

(a) To You. We may provide any notice to you under these Terms by: (i) sending a message to the email address you provide or (ii) by posting to the Website. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.

(b) To Us. To give us notice under these Terms, you must contact us as by personal delivery, overnight courier or registered or certified mail to Continuum Solutions, LLC 4301 50<sup>th</sup> Street NW Suite 300 #2064 Washington, DC 20016. We may update the facsimile number or address for notices to us by posting a notice on the [Healthier Campus Initiative - Continuum Solutions LLC \(continuumnow.com\)](http://Healthier Campus Initiative - Continuum Solutions LLC (continuumnow.com)). Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

16. Severability. If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

17. Entire Agreement. Our order confirmation, these Terms, the license agreement relating to any product or service you obtain on or through this Website, our Website Terms of

Use and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.