

Terms of Use

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2. CHANGES TO THIS AGREEMENT

FPN reserves the right, in its sole discretion, to modify, alter, or otherwise change this Agreement and/or the Additional Terms at any time. FPN will provide notice of such change on this FPN Site. Please review this Agreement and/or Additional Terms periodically for changes. Your continued use of this FPN Site and/or FPN Internet Service constitutes your acceptance and agreement to be bound by these changes without limitation, qualification or change. If at any time you do not accept these changes, you must immediately discontinue use of this FPN Site and/or the FPN Internet Service to which the changes may apply.

3. PRIVACY AND PROTECTION OF PERSONAL INFORMATION

FPN has developed a Privacy Statement in order to inform you of its practices with respect to the collection, use, disclosure and protection of personal information. You can find the Privacy Statement, which is incorporated into this Agreement, here: <https://fantasticproductsnow.com/privacy-policy> and by using this FPN Site you agree to the terms of the Privacy Statement.

4. ACCOUNTS, SECURITY, PASSWORDS

If a particular FPN Site or FPN Internet Service requires you to open an account, you must complete the specified registration process by providing us with current, complete, and accurate information as requested by the applicable online registration form. It is your responsibility to maintain the currency, completeness, and accuracy of your registration data and any loss caused by your failure to do so is your responsibility. After you have fully completed the registration form, you may be asked to choose a password and a user name. It is entirely your responsibility to maintain the confidentiality of your password and account. Additionally, you are entirely responsible for any and all activities that occur under your account. You agree to notify FPN immediately of any unauthorized use of your account. FPN is not liable for any loss that you may incur as a result of someone else using your password or account, either with or

without your knowledge. You may cancel your account by delivering notice in the manner provided in the Additional Terms governing the particular FPN Internet Service.

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In accessing and using this FPN Site and/or the FPN Internet Services, you agree that you will not:

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The FPN Site may offer referral programs that permit you to submit information about other persons (each, a "Referred Person"), including, without limitation, U.S.-based email addresses,

mobile telephone numbers, names, street addresses and other contact information so they may receive information and/or promotional offers concerning the FPN Internet Service. You may only refer persons with whom you have a personal relationship. You must have obtained the consent of the Referred Person prior to providing us with his or her contact information. We reserve the right to limit the number of Referred Persons you can submit. We reserve the right to limit the number of transmissions to any particular Referred Person from time to time. You may not withdraw the contact information you provide for a Referred Person once it has been submitted. A Referred Person must be a permanent, legal resident of the continental United States, at least 18 years old (or 19 years old if a resident of Alabama or Nebraska, or 21 years old if a resident of Mississippi), and be able to register for the FPN Internet Service, or otherwise use the FPN Internet Service. The contact information for a Referred Person must be valid and functioning in order for us to contact him or her about the FPN Internet Service. We will not be responsible for validating the contact information you provide. We may elect NOT to communicate with any Referred Person and/or e-mail address if he/she/it appears to be on any of our "do not contact" or "do not e-mail" lists. In addition, we reserve the right to reject the participation of any Referred Person if (a) the contact information provided by you is incorrect or not valid, (b) such individual has violated any provision of these terms or conditions, or (c) we determine in our sole discretion that the participation of such individual might be harmful to us, this FPN Site, any FPN Internet Service, or any third party for any reason. We specifically disclaim any liability for exercising such right.

We may, at our discretion, send you a confirmation using any means available through the FPN Internet Service, including email, text and other forms of messaging, to inform you that the Referred Person has registered for the FPN Internet Service. If we send the confirmation to you via the carrier service with which you have a mobile communications subscription or otherwise have access, you understand you will pay any service fees associated with any such access (including text messaging charges in connection with messages to your mobile device). If you misuse any referral program or otherwise engage in improper behavior with respect to a referral program, as we determine in our sole discretion, we reserve the right to discontinue the FPN Internet Service to you. We may from time to time offer incentives or rewards in connection with a referral program, and any such incentive or reward programs shall be subject to Additional Terms which will be posted at the time such programs become available and will be deemed incorporated into, and subject to, this Agreement. We reserve the right, in our sole discretion, to suspend, temporarily or permanently, or cease to provide any and all referral programs without notice, reason or liability.

If you are using the FPN Internet Service to communicate to a Referred Person (or any third party), you agree not to use such FPN Internet Service to harm the Referred Person or any other third party, and/or use such FPN Internet Service in violation of any applicable laws, rules or regulations or the terms and conditions of this Agreement.

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For any voting/rating features that are available on this FPN Site, you must follow instructions on this FPN Site to submit your votes/ratings, including any restrictions set forth with respect

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This FPN Site may offer certain FPN Subscription Services such as newsletters, internet streaming applications and Real Simple Syndication ("RSS") feeds (collectively "FPN Subscription Services"). By registering for an FPN Subscription Service, you will be subject to any charges and rules set forth in the description of that service which may or may not be reflected in Additional Terms.

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Terms and Conditions for FPN subscriptions are available [here](#)

21. MEMBER ACCOUNT AND PASSWORD

You are responsible for any membership name and password that is associated with your account during registration. If this premium service does not recognize your device from a previous sign-in, you will be asked for information that will help us to identify your registration. It

is your responsibility to maintain the confidentiality of your password, if one is established. You are entirely responsible for any and all activities that occur under your account, and agree to notify us immediately of any unauthorized use of your account.

Charges for Premium Service

FPN will provide notice of any charges, or extra charges, before you register for or enter a premium area. You are responsible for any charges for premium content incurred by your account. We are not liable for any loss that you may incur as a result of someone else using your password or account, whether with or without your knowledge.

In the event that you pay for a premium service by credit card, you authorize us to charge your credit card account by registering for the service and providing us with your credit card information. You warrant to us that the credit card information that you provide us is correct and is your account.

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By Email: Gail@FantasticProductsNow.com

Cancellation

You may cancel your membership in this premium service at any time by contacting us using the contact information provided on this premium service. In the event that you have paid a fee to register on this FPN Site and you cancel before the end of your membership period, we will not return any portion of your membership fee provided that you will be entitled to continue accessing the applicable FPN Site until the end of your membership period.

We reserve the right to terminate your access to this premium service or any portion thereof at any time, without notice. Upon such termination, we shall return the unused pro-rata portion of your membership fee on a 52-week pro-rated basis to you within ninety (90) days of the termination of your access to this service.

Service Contact

You may email your requests for customer service through the contact information provided on the home page of the applicable premium service.

22. CONTESTS/SWEEPSTAKES

Any sweepstakes, contests, games and/or promotional offers accessible on this FPN Site are governed by specific rules and/or terms and conditions. By entering a sweepstakes or contests or participating in such games or promotional offers available on this FPN Site, you will be subject to those rules and/or terms and conditions. It is critical that you read the applicable rules and/or terms and conditions, which are linked from the particular page or activity. To the extent of any conflict between those rules and/or terms and conditions and these Terms, the rules and/or terms and conditions for the sweepstakes, game or promotional offer will govern, but only to the extent of the conflict. Any sweepstakes, contests, games and/or promotional offers made available or advertised on third party sites accessible from this FPN Site (such as those of social media partners like Facebook and Twitter), in addition to being subject to the specific rules and/or terms and conditions applicable to your participation in such feature(s) on this FPN Site, will also be subject to the rules and/or terms and conditions applicable to your participation in such feature(s) on those third party sites.

23. GENERAL

This Agreement and any Additional Terms shall be governed by, construed and enforced in accordance with the laws of the State of New York, as it is applied to agreements entered into and to be performed entirely within such state, without regard to conflict of law principles. You agree that any and all disputes, claims and causes of action arising out of, or connected with, this Agreement and/or the Additional Terms, or in connection with any matters related to this FPN Site and/or the Privacy Statement, shall be resolved individually, without resort to any form of class action, exclusively in either the state or Federal courts located in New York County, New York. You agree to submit to the personal jurisdiction of the courts of the State of New York for any cause of action arising out of this Agreement. You agree to file any cause of action with respect to this Agreement within one year after the cause of action arises. You agree that a cause of action filed after this date is barred.

If any provision of this Agreement, or the application thereof to any person or circumstances, is held invalid or for any reason, unenforceable including, but not limited to, the warranty disclaimers and liability limitations, then such provision shall be deemed superseded by a valid, enforceable provision that matches, as closely as possible, the original provision, and the other provisions of this Agreement shall remain in full force and effect. The failure of either party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Unless expressly provided otherwise, this Agreement is the entire agreement between you and FPN with respect to the use of this FPN Site and shall not be modified except in writing, signed by an authorized representative of FPN.

If you have any questions concerning this Agreement, you may send them by email to Gail@FantasticProductsNow.com. You must send any official correspondence via postal mail to:

Legal Department
ATTN: FPN Sites Terms of Use

Fantastic Products Now, LLC
9570 N Belfort Cir
Fort Lauderdale, FL 33321

24. ARTIFICIAL INTELLIGENCE

You also agree not to use, nor to authorize the use of, any Intellectual Property or contact details, personal identifiers, metadata processes, source codes, algorithms or other data on the FPN Site, FPN's platforms, or FPN's services (the "FPN Data" and together with the Intellectual Property, the "FPN IP & Data"): (i) to create, train (whether directly or indirectly) and/or improve any generative or other artificial intelligence and/or machine learning models, applications, systems or technologies and any datasets therefor, whether now existing or hereafter created, in any manner, means or media and/or for any purpose whatsoever (e.g., machine learning, generative technology, data mining, cognitive computing, natural language processing, natural learning processes, computer vision, etc.) ("AI Technology") and/or (the All cryptocurrency and blockchain systems and assets (e.g., NFTs, bitcoin, wallets, etc.) ("Blockchain Technology")); (ii) to create, generate, edit, reproduce, translate, copy, publicly perform, distribute, transmit, adapt, modify, create any simulations and/or derivative works of, and/or manipulate, any FPN IP & Data nor (iii) to design, enable and/or otherwise be utilized for any AI Technology mimicking, replicating and/or simulating human appearance, thought processes, speech, emotions or actions; (iv) extract, scrape, harvest or collect any FPN IP & Data for use in connection with AI Technology and/or Blockchain Technology or otherwise; (v) discover, reverse engineer, decompile, disassemble, or attempt to derive FPN IP & Data source code or algorithms; (vi) process, collect, arrange or otherwise use FPN IP & Data into or in connection with datasets that are or may be used to train or otherwise in connection with AI Technology and/or Blockchain Technology; nor (vii) otherwise in connection with any AI Technology and/or Blockchain Technology.

25. COPYRIGHT AND TRADEMARK NOTICE

Use of Intellectual Property

The FPN Site, and all of its contents, including but not limited to articles, other text, photographs, images, illustrations, graphics, video material, audio material, including musical compositions and sound recordings, software, FPN logos, titles, characters, names, graphics and button icons (collectively "Intellectual Property"), are protected by copyright, trademark and other laws of the United States, as well as international conventions and the laws of other countries. The Intellectual Property is owned or controlled by FPN or by other parties that have provided rights thereto to FPN.

You may not, and agree that you will not, reproduce, download, license, publish, enter into a database, display, modify, create derivative works from, transmit, post, distribute or perform publicly by any means, method, or process now known or later developed, decompile, reverse engineer, disassemble, use on another computer-related environment, transfer or sell any Intellectual Property, information, software or products obtained from or through this FPN Site, in whole or in part, without the express written permission of FPN.

Other trademarks, service marks, product names and company names or logos appearing on this FPN Site that are not owned by FPN may not be used without express permission from their owners.

Additionally, unless otherwise expressly permitted, websites may not link, whether by hyperlink or otherwise, to any page beyond the homepage of this FPN Site, or frame this FPN Site, or any web page or material herein, nor may any entity include a link to any aspect of this FPN Site in an email for commercial purposes, without the express written permission of FPN. Further, unless otherwise expressly permitted, you agree not to link to FPN's Intellectual Property so as to cause you or anyone else to access FPN's Intellectual Property other than through this FPN Site.

You may inquire about obtaining permission by writing:

IP Permission

Legal Department

Fantastic Products Now, LLC

9570 N Belfort Cir

Fort Lauderdale, FL 33321

By Email: Gail@FantasticProductsNow.com

Copyright Infringement

FPN respects the intellectual property rights of third parties, and complies with the terms of the Digital Millennium Copyright Act (DMCA) regarding such rights. By submitting any material or photographs through this FPN Site, you are granting permission to have this material posted on this FPN Site, and are representing that you are the rightful owner of the submitted material, and that no one else may claim rights to this material. FPN reserves the right to remove access to infringing material. Such actions do not affect or modify any other rights FPN may have under law or contract. You can find our procedures for providing notice of alleged copyright infringement below.

Procedure for Making Claim of Copyright Infringement

If you believe that your work has been copied in a way that constitutes copyright infringement, you should send written notification thereof, in accordance with the provisions of the Digital Millennium Copyright Act, to our Designated Agent, who can be reached as follows:

By mail:

DMCA Designated Agent

c/o Legal Department

Fantastic Products Now, LLC

9570 N Belfort Cir

Fort Lauderdale, FL 33321

By Email: Gail@FantasticProductsNow.com

Pursuant to 17 U.S.C. § 512(c), to be effective, the Notification must include the following:

- (1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- (2) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- (3) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit FPN to locate the material.
- (4) Information reasonably sufficient to permit FPN to contact the complaining party, such as an address, telephone number, and, if available, an email address.
- (5) 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, its agent, or the law.
- (6) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

This process only relates to reporting a claim of copyright infringement. Messages related to other matters will not receive a response through this process.