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- **Use of the Services** You may use our Services only if you are above the age of 18 and have the legal authority to enter into a binding contract. Contexr reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.
- **Types of Users** There are three types of users that can use the Services: Visitors to the Website, Guests, and Account Holders (collectively referred to as, "User(s)").
 - **Visitors:** Visitors are those who browse our Website ("Visitors"). You are not required to make an account with us in order to be a Visitor. However, these Terms will still govern your visit to our Website. We may collect certain online behavioral and navigational information from your visit to our Website. For more information on the data we may collect from a Visitor, please review our Privacy Policy.
 - **Guests:** Guests are those who visit our Website or an affiliate website and use our Services without creating an Account ("Guests"). You are not

required to provide certain personal information to us if you are using our Service as a Guest. However, you may still be required to provide us with some personal information, such as payment information, billing information, shipping information, names, and addresses. For more information on the personal information we need in order to process orders with us, please view our Privacy Policy.

- **Account Holders:** Account Holders are those who sign up and create an account with us on our Website and use our Services. In order to become an Account Holder, you must sign up and create an Account on our Website and provide us with data as outlined in our Privacy Policy. Personal information may be required in order to use the Services, and we will only use the personal information and user information according to our Privacy Policy.
- **Registration and Account Creation** By using the Services, you agree to the following: When you register to create an account and use the Services, you agree: (a) to submit a valid e-mail address and password, along with your first and last name to create your account ("Account"); (b) to submit accurate information, including but not limited to your location, phone number, billing and shipping address, and other use content, on your account; (c) to keep confidential, all aspects of your Account including Your user name and password, and content associated with and within it; (d) that you are responsible for any and all uses of your Account, whether or not you've authorized such use; (e) to keep confidential all aspects of other Users' Account information that You may have authorized access to; (f) to immediately notify us in writing of any unauthorized use of your Account; and (g) that you will not use the Services for any unlawful or otherwise prohibited activity. The information required to create an Account may vary depending on the country, region, or type of User.
- **Communications** In connection with your use of the Services, you agree that we may send you service announcements, administrative messages, notifications, offers, promotions, affiliate information, and other important information. You may opt out of some of those communications by clicking the "unsubscribe" button on the bottom of all emails sent from us to you, or by altering your communication preferences by logging into your Account and choosing the email communications you want to receive via the Email Preferences menu. However, there are certain material transactional or data privacy emails you may not opt out of. Additionally, you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. If you choose to delete your data with us, pursuant to the CCPA, we will continue to communicate with you in order to complete the deletion request, if

possible, and to confirm completion of the request, if possible and applicable. For further information on deletion requests and communication, please review our Privacy Policy.

- **Comments, Communications, and Other User-Submitted Content** You may submit comments, photos, testimonials, questions, suggestions, or other information ("User Content") to Contextr but such content cannot be objectionable, illegal, obscene, defamatory, infringing of intellectual property rights, an invasion of privacy, or otherwise harmful to others or "spam." If you submit a posting, you must use a real email address and you may not pretend to be any other person. Contextr reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content, nor does it endorse, promote, or guarantee the accuracy or relevancy of the content. By transmitting or submitting any User Content while using the Services, you affirm, represent, guarantee and warrant that such transmission or submission is (a) accurate and up to date; (b) not in violation of any applicable laws, contractual restrictions or other third party rights, and that you have permission from any third party whose personal information or intellectual property is comprised in the User Content; (c) free of viruses, adware, spyware, worms, or other malicious code; and (d) you acknowledge and agree that any of your personal information within such User Content will at all times be processed by us in accordance with our Privacy Policy. You have the right to change, modify, and/or delete your User Content, and can do so by accessing your account or through the methods outlined in our Privacy Policy. When submitting information and User Content to your Account or the Website via the Services, you retain all intellectual property rights and ownership to your User Content. No transfer of ownership, interest, or title is created between you and us, for your User Content or vice versa. However, so that we can operate the Services effectively, you grant us, by submitting your User Content to the Website or Services, a perpetual and irrevocable, worldwide, fully paid-up and royalty-free, non-exclusive, unlimited license, including the right to sublicense and assign to third parties, and right to copy, reproduce, fix, adapt, modify, improve, translate, reformat, create derivative works from, manufacture, introduce into circulation, commercialize, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, communicate to the public by telecommunication, display, perform, enter into computer memory, and use and practice, in any way now known or in the future discovered, your User Content as well as all modified and derivative works thereof in connection with Services ("User Content License"). To the extent permitted by applicable laws, you hereby covenant not to assert against us any moral rights you may have in any of your

User Content. The rights you grant in the User Content License are for the purpose of operating, promoting, and improving our Services, and to develop new services and/or products. You must have the necessary rights to grant us this User Content License for any User Content that you provide to us both directly and indirectly. You can find more information about how we collect, use, and store content in our Privacy Policy. If you request to delete a portion of or all of your data, including User Content, then we will no longer have rights to the particular deleted data pursuant to the User Content License granted herein. You hereby represent and warrant that you will indemnify and hold Contexr harmless against all claims, actions, allegations, fines, damages, or loss resulting from or arising out of the User Content you provide to us or upload to the Website or Services. Contexr takes no responsibility and assumes no liability for any content posted by you or any third party. Further, if you request your information be deleted pursuant to CCPA, we are not responsible or obligated to delete the posts, testimonials, comments, ratings, reviews, and other content or User Content that you've made public on the Website or affiliate websites. It is your responsibility to delete content that you've published and made available to the public online. We will only delete the personal information in our internal systems, services, and with third-party processing.

- **Restrictions on User Content** We reserve the right to cancel a User Account at any time for any reason in our sole discretion. User Accounts may be cancelled for several reasons, including but not limited to:
 - Submitting any unlawful, harassing, libelous, abusive, threatening, harmful, bigoted, racially offensive, obscene, or otherwise objectionable User Content or content that violates our policies;
 - Any sexually explicit User Content;
 - Language or User conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law or regulation;
 - Posting any unsolicited or unauthorized advertising, "spam," or junk mail, including "chain letters" and "pyramid schemes";
 - Submitting any User Content that is alleged to infringe any patent, trademark, trade secret, copyright, or other proprietary right;
 - Uploading a virus or User Content designed to disrupt, limit, or damage any functionality of any computer software, hardware or server;
 - If we in Our judgment and sole discretion deem it appropriate; or
 - Upon a verified data deletion request.
- **Prohibited Activities.** Unless you have our express written consent, you cannot, and will not attempt to:

- Use the Services to submit, store, transmit, or process malicious code, worms or viruses;
- Use the Services to submit, store, transmit, or process User Content that is or may be: (a) threatening, harassing, degrading, hateful or intimidating; (b) libelous or defamatory; (c) fraudulent, tortious, or unlawful; (d) obscene, indecent, pornographic, or otherwise objectionable; or (e) infringing of any person's rights, any applicable laws, or your obligations to any third party;
- Use the Services to submit, store, transmit, or process User Content that would give rise to criminal or civil liability or that encourages unlawful activity;
- Use the Services for retail arbitrage or any other commercial and/or reselling purposes; bulk purchasing is available solely for non-profit groups, foundations, and charities who do not re-sell items.
- Gain unauthorized access to the Services, or to our systems or networks;
- Interfere with or disrupt the integrity or performance of the Services, or third-party content contained therein;
- Impersonate any person or entity or misrepresent your affiliation with any person or entity in connection with the Services;
- Reverse engineer, disassemble, or decompile the Services or apply any other process or procedure to derive the source code of any software included in the Services; or
- Unless otherwise provided, remove any copyright, trademark, or other proprietary rights notice from the Services.
- **Removal of User Content and Requests.** We take the rights of others very seriously. If you have any concerns that User Content is improper or infringing, please contact us at Q@contexr.com and if you would like the User Content removed, please provide us with:
 - A detailed description of the objectionable content, including where it is located;
 - A statement that you have a good faith belief that the poster does not have permission to use the said objectionable content;
 - A statement that you are the owner, or exclusive agent of the owner, of the objectionable content;
 - Your contact information, including telephone number and physical address, and;
 - A signed and sworn statement, under penalty of perjury, that your statements above are true to your knowledge.
- We will try our best to remove any infringing User Content, but we are under no obligation or responsibility to do so.

- Cancellation, Removal or Suspension of Account
 - Without limiting or waiving any of our other rights under these Terms, we may limit, suspend, terminate, modify, or delete your Account or access to the Services if you are, or we suspect that you are, failing to comply with any of these Terms for any actual or suspected illegal or improper use of the Services, with or without notice to you. Additionally, we may limit, suspend, terminate, modify, or delete your Account or access to the Services if we believe that you are infringing our intellectual property rights or third parties', or are acting inconsistently with the letter or spirit of our Terms or any published policies. Data will be removed from all applicable devices when your Account is terminated or deleted, but only as technically feasible and in compliance with applicable laws.
 - At any time, you may cancel your Account with us by emailing us at Q@contextr.com or by accessing your Account preferences.
 - If there are remaining funds in your Account, we may not be able to delete your data, a portion thereof, or your account. However, you will have the following options: (1) you may use the funds and request deletion again; or (2) you may request a Digital Code to be used after deletion of your personal information. If you choose to use the funds remaining in your account, you will need to request data deletion again after all funds have been used, and only then will we be able to proceed with a deletion request. Please note that Contextr is not required to delete any requested data if (1) that information is required to complete a transaction for which the personal information was collected; (2) keeping the personal information is reasonably anticipated within the context of Contextr' ongoing business relationship with you; or (3) the request under CCPA is unverifiable.
 - At all times, you have the right to remove or change your User Content and some personal information by editing or specifically deleting it through your account. You can edit, modify, and delete your contact information, address, email address, payment information, and date of birth within your account. However, in certain instances, some of your removed or edited User Content or data may not be completely removed, and copies of your User Content or data may continue to exist on the system or Site's server, and other locations belonging to us, including records indicating your deletion request as allowed by applicable data privacy laws. Copies, or meta copies, of User Content and information is solely used for purposes associated with the Services. We are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content at any time, or any other

content that you have made available online, including comments, photos, testimonials, reviews, videos, and ratings.

- **Third Party Affiliates and Content** In order to enhance your experience, we may display and use some content and services that are not owned or operated by us ("Affiliate Content and Services"). This Affiliate Content and Services are solely responsible for the content and service it provides to you, and we in no way guarantee the accuracy of the Affiliate Content and Services or their compliance with their own terms of use and privacy policies. You should review any Affiliate Content and Services' agreements to make sure you agree with their services, policies and terms. We are under no obligation to ensure that those Affiliate Content and Services work error-free, are accurate and are up to date. We may (but are not obligated to) review content to determine whether it is illegal or violates our policies, and we may remove or refuse to display the Affiliate Content and Services that we reasonably believe violates Our Terms or the law. The Services may contain links to other third-party websites that are not owned or controlled by us. Please be aware that we are not responsible for the privacy or other practices of such third-party websites and/or vendors. Accordingly, we cannot and will not be responsible for any issues, including offensive or malicious content, usability, or other problems with or related to those websites. You are solely responsible for reading and understanding the policies and terms of use or service of any other website that you visit, both directly and indirectly relating to the Services. If you delete your account or data (or a portion thereof) with us, or opt-out-of-sale of your data, we will request that our third-party affiliates do the same, but we are not responsible for confirming their compliance or requesting following up with the request. We will no longer process, transfer, share, or sell any data that has been deleted with us, and will not be able to provide you with the services unless you register with a new account or withdraw your request. Further, we are not responsible or liable for the actions or omissions of any third-party affiliate in regard to their use, processing, sharing, and/or transferring of such data. You are responsible for notifying or requesting the deletion of your data or personal information to any third-party affiliate to whom you've separately provided your data or personal information.
- **Fees and Payment Information**
 - When using the Services or placing an order with us, you may be required to pay a purchase price associated with the item(s), along with applicable fees and taxes ("Fees").
 - We use third-party payment gateways ("Third-Party Payment Gateways"), such as Braintree, PayPal, Google Pay, Godaddy Pay and Apple Pay to process any applicable order fees, taxes, and/or payments. By using the

Services, you hereby agree to the terms of use and privacy policy of the then-current Third-Party Payment Gateway. We are not liable for any issues arising from or related to your breach of any Third-Party Payment Gateway's policies. We may, from time-to-time, change our Third-Party Payment Gateway. All information collected through our Third-Party Payment Gateway, such as credit card information, names, and addresses, may be accessible to us but will not be used, sold, or stored by us. We are not liable for any data breach or security incident, or compromised personal information that is caused, directly or indirectly, by the Third-Party Payment Gateway. You are responsible for any data or personal information that you directly provide to any Third-Party Payment Gateway.

- If you choose to delete certain data or personal information with us, or if you opt-out-of-sale, we may not be able to process payments, fees, refunds, orders, credits, promotions, or offers with our Third-Party Payment Gateway.
- **Intellectual Property and License** Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access. Except in the context of browsing or accessing our Services in accordance with these Terms, you may not use content from our Services unless you obtain written permission from its owner or are otherwise permitted by law. These Terms do not grant you the right to use any branding or logos used in our Services. Do not remove, obscure, or alter any legal notices displayed in or along with our Services.
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- **Returns, Refunds, Exchanges, and Store Credit.** We will honor returns and refunds, consistent with our return and refund policies, if we are contacted within 30 days of the date the order was shipped for domestic recipients and 45 days for international recipients. We reserve the right to charge a restocking fee for any return, refund, or exchange that is not the result of our error.
 - **Returns:** Depending on the item, we will accept returns within 30 days of the date the order was shipped to a domestic recipient or 45 days for an international recipient. Restocking fees, handling fees, and return shipping fees may apply. We may refuse to accept a return of certain items, even if we offer you store credit or otherwise refund your purchase. If you receive an incorrect or damaged item, please Contact Us before

attempting to return any product, and we will correct the situation, often without the need for you to return any of the incorrect or damaged items.

- **Refunds:** For certain returns, we will provide you with a partial or full refund for the item(s) purchased, less any restocking fee, shipping, and other applicable fees. In lieu of a refund, we may only offer you store credit or the ability to exchange the item(s).
- **Exchanges:** If possible, we may offer you the opportunity to exchange your purchased item for another product. However, applicable restocking fees, shipping, taxes and additional fees may apply. Customers are responsible for paying the difference between exchanged items if the value of the new item(s) exceeds the value of the original item(s).
- **Store Credit:** We do not accept returns, honor exchanges, or provide refunds for:
 - Items that were purchased for \$20.00 or less;
 - Requests that are made after the return/refund/exchange window;
 - Items that are no longer desired after purchase; or
 - Any Visitor, Guest, or Account Holder that violates these Terms or any other applicable terms or conditions.
- However, if the requested return, exchange, or refund is a result of our error, we may offer you a store credit in an amount equal to all or some part of the original purchase price. The store credit amount will not include any delivery fees, taxes, or handling fees previously paid by you, which are all non-refundable.

Store credit will be applied to your Contexr account, not your credit card, debit card, or other payment method. Store credit may only be used for future purchases of products and services on our website. Store credit can only be used for orders associated with your Contexr account and cannot be transferred, gifted, or assigned to another person or Contexr account. You will be responsible for the payment of any purchase amount that exceeds the value of the store credit.

We reserve the right to refuse to accept a return, issue a refund, or permit an exchange, and to otherwise deny any of the above remedies in our sole discretion at any time. Further, we are unable to accommodate purchase cancellations and address changes after an item has shipped.

If you do not use all of the funds remaining in your account, we may not be able to, and are not legally obligated to, honor your deletion request, pursuant to CCPA § 1798.105 (d) (1). However, you may request a Digital Code in the amount of the remaining funds in your account, to be used after the deletion of your data and account.

- Copyright Complaints and Digital Millennium Copyright Act
 - Notice of Copyright Infringement The Digital Millennium Copyright Act (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials on the Services infringes your rights under U.S. copyright law, you may send Contextr a notice requesting that the material be removed. The notice must include the following information:
 - The signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
 - Identification of the copyrighted work claimed to have been infringed;
 - Identification of the material that is claimed to be infringing or the subject of infringing activity, and information that reasonably allows us to locate the material within the Services;
 - Your name, address, telephone number, and email address (if available);
 - A representation that you have a good faith belief that use of the material in the manner complained of is not authorized by you (the copyright owner), your agent, or the law; and
 - A representation that the information in the notice is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
 - Please be advised that Contextr will not respond to complaints that do not meet the requirements above. If Contextr determines that the materials alleged to infringe your rights do not require removal, Contextr will remove those materials only pursuant to a court order that declares the content or use of the materials unlawful.
 - Counter-Notices If you believe that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Counter-notices must include the following information:
 - Your name, address, and telephone number;
 - A description of the source of the content that was removed;
 - A representation under penalty of perjury that you believe that the content was removed in error;
 - A representation that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, for any judicial district that Contextr chooses, and that you will accept service of process from the person who provided the original complaint; and

- Your signature (physical or electronic is acceptable).
- Updated Requirements Notices and counter-notices with respect to the Services must meet the then-current statutory requirements imposed by the DMCA and should be sent to Contextr' designated agent through the address listed below. Please be aware that there can be penalties for false claims under the DMCA.

ATTN: DMCA Designated Agent

Contextr, LLC

5830 E 2nd St

#93265

Casper WY 82609

- **Risk of Loss** All items purchased from Contextr are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

- **Product Descriptions and Content Guidelines** Contextr attempts to be as accurate as possible. However, Contextr does not warrant that product descriptions or other content provided through Services is accurate, complete, reliable, current, or error-free. If a product offered by Contextr itself is not as described, your sole remedy is to return it, exchange the item, or receive store credit, to be determined by our sole discretion.

At Contextr, we strive to provide high quality books, but we do not dictate what our customers should read, nor do we censor ideas. Instead, we respect our customers' ability to choose from books that espouse a wide range of ideas and viewpoints.

We believe in fostering a dialogue with and among our customers as to the state of the literary world as it stands, and not as we might wish it to be. We also believe our readers should have the ability to inform themselves, particularly as to viewpoints they or we may disagree with, including those that are unorthodox, unpopular, or considered dangerous by some. We believe our customers will exercise critical judgment and choose to accept the good and reject the bad, and we believe the only answer to a "bad book" is a good one. With those beliefs in mind, we encourage our customers to voice their concerns and to strive to counter any damage that may be caused by the acceptance of viewpoints and content they find objectionable. But it is not our chosen role to decide whether the content-specific concerns of any particular group of our customers are merited.

We reserve the right to choose to include or not include any books in our inventory.

We aim to err on the side of free expression and will not remove any books from

our inventory because the viewpoints they may espouse are objectionable to some of our readers. Instead, we will strive to deliver our promise to customers to provide high quality books at everyday low prices, regardless of their content.

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- **Legal Compliance** You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- **Applicable Law** By using any Service, you agree that the laws of the state of Washington, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and

Contexr will be subject to exclusive jurisdiction in the state and federal courts located in Seattle, Washington.

- **Disputes** Any dispute relating in any way to your visit to our sites or use of any Service, or to products or services sold or distributed by Contexr or through Services in which the aggregate total claim for relief sought on behalf of one or more parties exceeds \$7,500 will be adjudicated in any state or federal court in King County, Washington, and you consent to exclusive jurisdiction and venue in such courts.
- **Site Policies, Modification, and Severability** Please review our other policies, such as our Privacy Policy that are related to Services. These policies govern your visit to and use of Services. We reserve the right to make changes to Services, policies, and these Terms of Use at any time. Any changes to the Terms of Use will be effective from the time we publish the updated Terms of Use on our websites. By using our websites or services after the changes have been implemented, you accept and agree to be bound by the new Terms of Use. If you do not consent to the terms of the updated Terms of Use, you must stop using the Services. If any of these conditions are be deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.