

UNIT COMMUNITY, INC.
TERMS AND CONDITIONS OF SALE
Effective as of 5/1/15

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

These Terms and Conditions of Sale (“Terms and Conditions”) apply to the purchase and sale of UCI products and services (as described in our Terms of Use) through www.unitcommunity.com (referred to as the “site”) and/or otherwise from Unit Community, Inc. (“UCI,” “us,” “we” and/or similar terms). For purposes of these Terms and Conditions and all UCI Agreements (as defined in our Terms of Use), “purchase” and/or “sale” shall be strictly interpreted to mean the purchase and/or sale (as applicable) of subscriptions and/or memberships for the Permitted Uses of UCI products and/or services (as set forth in “Permitted Uses,” below). For purposes of these Terms and Conditions and all UCI Agreements, “you” shall be interpreted as broadly as possible, and shall include parties accessing this site and/or purchasing UCI’s products and/or services and their owners, shareholders, members, managers, directors, officers, employees, agents, and/or assigns and any and all third parties acting on behalf of such parties and/or their owners, shareholders, members, managers, directors, officers, employees, agents, and/or assigns.

By subscribing to and/or placing an order for products or services, you agree to be bound by and accept these Terms and Conditions. If you do not agree to these Terms and Conditions, you should not obtain products or services via this site or otherwise from UCI. These Terms and Conditions are subject to change by UCI without prior written notice at any time, in our sole discretion. The latest version of the Terms and Conditions will be posted on this site, and you should review all terms and conditions prior to purchasing any UCI product or service. These Terms and Conditions are an integral part of the Terms of Use that apply generally to the use of our site. You should also carefully review our Privacy Policy before placing an order for products or services through this site or otherwise from UCI.

1. ORDER ACCEPTANCE AND CANCELLATION.

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of an offer to sell products or services to you. We reserve the right at any time after receipt of your order to accept, decline, or limit your order for any reason, whether or not your credit card has been charged. If your credit card has been charged and your order is cancelled, you will receive a prompt refund credit to your account.

Once an order has been placed, it cannot be cancelled unless the shipment is unavoidably delayed. In this case, we will do our best to cancel the order if requested.

UCI provides products and services to end user customers only and does not accept orders from dealers, exporters, wholesalers, or other customers who intend to resell our products and/or services.

We make every effort to maintain the availability of our site, products, and services; however, should we experience technical difficulties, we are not responsible for orders that are not processed or accepted.

2. PAYMENT TERMS AND SALES TAXES.

Terms of payment are within our sole discretion and, unless otherwise agreed to by us in writing, we must receive full payment prior to our acceptance of an order.

We accept Visa, MasterCard, American Express, and Discover credit cards for all purchases. You represent and warrant that (a) you are an authorized user of the credit card; (b) the credit card information you supply to us is true, correct, and complete; (c) all charges incurred by you will be honored by your credit card company; and (d) you will pay all charges incurred by you at the posted prices, including all applicable taxes, if any.

All payments must be in United States dollars. Current billing address and phone information must be included with every order. You agree to pay interest on all past-due sums at the highest rate allowed by law. We retain a security interest in the products and all proceeds thereof until the full purchase price therefore (including taxes and additional charges) has been paid.

Charges for shipping and handling will be made in accordance with our then-current shipping policies, as described below.

3. CHANGES IN PRODUCTS AND PRICING.

We frequently update and revise our products and services, and we may discontinue products and services at any time, with or without notice to you. To the extent that we provide information on availability of products or services, you should not rely on such information, and we will not be liable for any lack of availability of products or services that you may order through our site or otherwise.

All pricing for our products and services is subject to change without prior notice to you. Without limiting the foregoing sentence, we reserve the right to make adjustments to pricing for all products and services due to changing market conditions, discontinuation, vendor price changes, errors in advertisements, and any other circumstances.

4. ELECTRONIC DELIVERY.

For all products, we will deliver electronically to you a completed pdf version via your account portal on our site. This is usually ready between the sixth (6th) and eighth (8th) calendar day of each month. After your receipt of each product, you will have until 5:00 p.m. (CST/CDT) on the last day of the month to submit any requests for corrections and/or additions to the product. We will prepare and collate with your inclusions a new version of the product each time you request the document be opened. After you are satisfied with the product, you have the ability to select from the following options (strictly in accordance with "Permitted Uses," below): (a) save a copy of the product and distribute it directly; (b) select to post the document to Facebook; (c) request that a link to the product be sent via email to the email address on file for

your account; or (d) request that we send a link to your product to a third party printer with whom you have established an account for payment of all printing, distribution, and other applicable costs (in no event shall UCI be liable for payment of any such costs).

Please note the posted delivery time frame is listed in the individual product description and may vary. The posted delivery time frame is contingent upon credit card approval and may be delayed should we experience difficulties in obtaining authorization.

By subscribing to our products or services or placing an order with us, you accept and agree to these electronic delivery terms.

5. ADVERTISING DISCLAIMER AND TRADEMARKS.

The descriptions of products and services that are posted on our site are merely representations and the final product and/or services delivered may vary. We are not responsible for the accuracy of such descriptions, nor are we responsible for typographical, pricing, product information, advertising, or shipping errors.

In the event a product or service is listed at an incorrect price or with incorrect information due to a typographical error or error in pricing or product information, we shall have the right to refuse or cancel any orders placed for products or services listed at the incorrect price. We shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, we will immediately issue a credit to your credit card account in the amount of the charge.

All trademarks and service marks, registered or unregistered, relating to products and services available through our site are the sole property of their respective owners.

6. PERMITTED USES.

As between you and UCI, UCI is or shall be (and shall remain for the life of all copyrights, trademarks, service marks, and/or other applicable intellectual property or protectable interests (collectively “IP”)), the owner of each and every product and/or service and (except for such materials (as defined in our Terms of Use) that you and/or third parties provide to UCI) all IP comprising such product and/or service. Strictly for purposes of communicating with members of your personal unit or sales team (unless we otherwise agree in writing) and subject to all provisions of these Terms and Conditions and all other UCI Agreements, UCI hereby grants to you a revocable, non-exclusive license to access, view, reproduce, duplicate, copy, provide access to, distribute, transmit, and archive (each a “Use”) products that you purchase from UCI. You understand and acknowledge that UCI tailors each product and service to its individual clients’ needs and that any Use of products and/or services by any party other than the respective client or those expressly authorized in this paragraph is strictly prohibited. You understand and acknowledge that you (and members of your personal unit or sales team and/or other authorized parties who receive our products as a result of your Use (collectively, “recipients”) may not sell, resell, sublicense, or otherwise Use any portion(s) of our products or services (a) in exchange for any direct payment or remuneration or (b) for any purpose except as provided in this paragraph, and you agree to instruct all recipients accordingly.

7. DISCLAIMER AND LIMITATION OF LIABILITY.

Our sole responsibility to you concerning any dissatisfaction with, or otherwise relating to, any products and/or services that you purchase from us (including, without limitation, any actual or alleged defects in such products and/or services) is strictly limited to the procedures described in our Cancellation Policy set forth below.

ALL PRODUCTS AND SERVICES AVAILABLE ON THIS SITE ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT THE PRODUCTS AND SERVICES AVAILABLE ON THIS SITE WILL MEET YOUR REQUIREMENTS; THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PRODUCTS OR SERVICES WILL BE EFFECTIVE, ACCURATE OR RELIABLE; OR THE QUALITY OF ANY PRODUCTS OR SERVICES WILL MEET YOUR EXPECTATIONS. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION’S LAW IS APPLICABLE TO YOUR PURCHASE OF PRODUCTS AND SERVICES.

WE DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING ANY LIABILITY FOR PRODUCTS AND SERVICES THAT ARE NOT AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR SOFTWARE. IN NO EVENT SHALL UCI OR ITS PARENT, SUBSIDIARIES, AFFILIATED COMPANIES, AGENTS, SHAREHOLDERS, EMPLOYEES, OR OFFICERS (COLLECTIVELY, OUR “AFFILIATES”) HAVE ANY OBLIGATIONS OR LIABILITIES TO YOU OR ANY OTHER PERSON FOR LOSS OF PROFITS, FOR LOSS OF BUSINESS OR USE, OR FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF WE OR OUR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THE SALE, DELIVERY, USE, REPAIR, OR PERFORMANCE OF THE PRODUCTS AVAILABLE THROUGH THIS SITE. NO EMPLOYEE OR REPRESENTATIVE OF UCI IS AUTHORIZED TO MODIFY THIS LIMITATION.

OUR SOLE AND ENTIRE MAXIMUM LIABILITY (AND THE LIABILITY OF ANY OF THIRD PARTY PROVIDERS OF PRODUCTS AND SERVICES AVAILABLE ON OUR SITE), FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCTS AND SERVICES YOU HAVE ORDERED THROUGH OUR SITE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION’S LAW IS APPLICABLE TO YOUR PURCHASE OF PRODUCTS AND SERVICES.

8. CANCELLATION POLICY.

While we do not offer any warranties with respect to the products and services available through our site, we are committed to working with you to resolve any issues with our products or services. If you are not satisfied with our products or services for any reason, you may cancel your membership by submitting a cancellation request via our web portal within thirty (30) calendar days following your membership and we will issue a credit to your credit card (the “cancellation period”). Following the cancellation period, you may cancel your membership by providing one (1) month notice of your cancellation request via our web portal, in which case, you will be responsible for all charges (recurring or otherwise) incurred during the next thirty (30) days, but not thereafter.

Questions regarding our cancellation policy should be addressed via email to support@unitcommunity.com or by regular mail to Unit Community, Inc., 436 Robertson Drive, Smyrna, TN 37167, Attention: General Manager. These policies set forth your sole and exclusive rights with respect to return of products and services that you may purchase through our site.

9. SAFE SHOPPING.

We take commercially reasonable steps to ensure that your credit card transactions with us are private and protected. If any unauthorized use of your credit card occurs as a result of your credit card purchase on our site, please notify your credit card provider in accordance with its reporting rules and procedures immediately.

10. PRIVACY AND CUSTOMER INFORMATION.

We are committed to protecting your privacy. To make your shopping experience more convenient, we gather information about you. We maintain the privacy of your information using security technologies and adhere to policies that prevent unauthorized use of your personal information. Please see our Privacy Policy for more information.

At any time you may update your customer account information by following the instructions posted elsewhere on this site. You may update your name, password, billing address, shipping address, email address, telephone number, and credit card information.

11. SERVICE AND SUPPORT.

Should you have any questions or concerns with respect to the products and services available through our site, please contact us by email at support@unitcommunity.com or by mail at 436 Robertson Drive, Smyrna, TN 37167, Attention: General Manager. We will do our best to help you; however, we cannot guarantee that every problem will be resolved to your satisfaction.

Except as explicitly noted on this site, the services available through this site are offered by Unit Community, Inc., a Tennessee corporation, located at 436 Robertson Drive, Smyrna, TN 37167. Our telephone number is (615) 220-4221.

12. FORCE MAJEURE.

In addition to any defense, exclusion, or excuse for performance provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of products and service available through our site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those enumerated above.

13. ENTIRE AGREEMENT.

These terms and conditions constitute the entire agreement and understanding between us concerning the subject matter hereof and supersede all prior agreements and understandings of the parties with respect thereto. These terms and conditions may not be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement, or amend these terms and conditions or to enter an order for products or services that are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with this site is in conflict or inconsistent with these Terms and Conditions, these Terms and Conditions shall take precedence.

14. GOVERNING LAW AND STATUTE OF LIMITATIONS.

This site (excluding linked sites) is controlled by us from our offices within the State of Tennessee, United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of Tennessee, by accessing this site both of us agree that the statutes and laws of the State of Tennessee, without regard to the conflicts of laws principles thereof, will apply to all matters relating to the use of this site and the purchase of products and services available through this site. Each of us agrees and hereby submits to the exclusive personal jurisdiction and venue of the applicable state and federal courts located in Davidson County, Tennessee with respect to such matters.

Any cause of action brought by you against us or our Affiliates must be instituted within six (6) month(s) after the cause of action arises or be deemed forever waived and barred.

We make no representation that the products and services available through our site are appropriate or available for use in locations outside of the United States, and accessing them from territories where such products and services are illegal is prohibited. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws.