



Simplicity Corporation Terms of Use

1. Acceptance of Terms of Use

Please review the following terms and conditions carefully. This agreement is a legally binding contract between you ("You" or "Your") and Simplicity Corporation ("Simplicity," "We" or "Us") regarding Your access to and use of the Simplicity web site at Simplicitystyle.com (the "Site"). By accessing the Site, You agree to the terms and conditions as outlined in this legal notice. Simplicity reserves the right to change these terms and conditions from time to time at its sole discretion by posting such revised terms and conditions on the Site. Your continued use of the Site following any such change constitutes Your agreement to follow and be bound by the terms and conditions as changed.

2. The Site

Some areas of the Site may require registration for use. In those instances, We require that You register with Us. You must complete the registration process by providing Us with current, complete and accurate information as prompted by the registration form. You further agree to maintain and promptly update any registration information in order to keep it true, accurate, current and complete. Please see our Privacy Policy for further details.

3. Password and Security

Upon registration for Your account, You will choose a user identification name (i.e., Your email address) and a password. You are solely responsible for maintaining the confidentiality of Your password and user ID. Furthermore, You understand and agree that the account is Yours, individually, and that You are solely responsible for any and all activities that occur under Your account, including but not limited to, ensuring that You completely exit from Your session at the Site. Additionally, You agree to immediately notify Simplicity of any unauthorized use of Your password, account or any other breach of security.

4. Your Conduct

You agree not to:

a. upload, transmit, post, email or otherwise make available to the Site, any content or other material in any format that: (x) is false, inaccurate, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, invasive of another's privacy, libelous and/or otherwise objectionable; (y) infringes any third party's intellectual property; or (z) contains viruses, worms, Trojan horses, corrupted files, or any other similar software or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

b. alter, remove, or falsify any attributions or other proprietary designations of origin or source of any other content appearing on the Site or contained in a file that is uploaded to the Site;

c. impersonate any person or entity, including, but not limited to, a Simplicity official or falsely state or otherwise misrepresent Your affiliation with a person or entity;

d. attempt, through any means, to gain unauthorized access to the Site, or another user's account on the Site;

or

e. use any robot, spider, other automatic device, or manual process to monitor or copy web pages or the content contained herein without our prior expressed written permission. Additionally, You agree that You will not take any action that imposes an unreasonable or disproportionately large load on Simplicity's infrastructure.

The use of any device, software or routine that interferes or attempts to interfere with the proper working of the Site is expressly prohibited. You may not disclose or share Your password with any third parties or use Your password for any unauthorized purpose. In any case, You remain solely responsible for any authorized or unauthorized use of Your password.

5. Proprietary Rights Restrictions

All material on the Site, including without limitation all informational text, photographs, graphics, audio, video, messages, files, documents, images or other materials (collectively, the "Materials"), whether publicly posted or privately transmitted, as well as all derivative works, are owned by Simplicity or other parties that have licensed their material to Simplicity and is protected by copyright, trademark and other intellectual property laws. Simplicity disclaims any proprietary interest in trademarks, service marks, logos, slogans, domain names and trade names other than its own. Trademarks, logos, images and service marks displayed on the Site are the property of either other third parties or Simplicity, including, but not limited to, the Simplicity logo(s), Simplicity trademark(s), or Simplicitystyle.com. You agree not to display or use such marks without Simplicity's prior written permission.

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6. Links to Other Web Sites

The Site contains links to third party sites. The linked sites are not under Simplicity's control and Simplicity does not endorse, adopt or undertake any responsibility for the content or privacy practices of any linked site.

7. Disclaimer of Warranties

a. YOU EXPRESSLY AGREE THAT USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SIMPLICITY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

b. SIMPLICITY MAKES NO WARRANTY THAT THE SITE WILL MEET YOUR REQUIREMENTS, OR THAT THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES SIMPLICITY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE.

c. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

d. YOU UNDERSTAND AND AGREE THAT SIMPLICITY DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED AT OR IN CONNECTION WITH THE SITE. SIMPLICITY IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS OR FOR THE RESULTS OBTAINED FROM THE USE OF SUCH INFORMATION.

e. SIMPLICITY SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED, OR ALLEGED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, BY THE INFORMATION OR IDEAS CONTAINED, SUGGESTED OR REFERENCED AT THE SITE. YOUR USE OF THE SITE IS SOLELY AT YOUR OWN RISK. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SIMPLICITY OR THROUGH THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

f. SIMPLICITY MAKES NO WARRANTY REGARDING ANY PRODUCTS OR SERVICES PURCHASED OR OBTAINED THROUGH THE SITE OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SITE.

8. Limitation of Liability

SIMPLICITY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE THE SITE OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS AND SERVICES OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES EVEN IF FORESEEABLE OR SIMPLICITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Indemnification

You agree to indemnify, hold harmless and release Simplicity, its subsidiaries, affiliates, officers, agents, licensees, co-branders or other partners, and employees, from and against any and all claims, damages, costs and expenses, including attorney's fees, arising from or related to Your use of the Site and/or any content contained therein and/or any transaction You enter into with a third party based on information or contacts obtained from the Site.

10. Changes to the Site

Simplicity reserves the right to modify, suspend or discontinue all or any portion of the Site at any time, with or without notice. Unless stated otherwise, any new features to the current Site shall be subject to these Terms of Use. All areas of the Site are currently accessible to users without charge, however Simplicity reserves the right to charge users for access to or use of any portion of the Site in the future. These Terms of Use may be modified by Simplicity at any time. Any such changes will be posted on the Site. Your continued use of the Site shall be deemed acceptance of any modifications.

11. Failure to Abide by these Terms

Simplicity may in its sole discretion terminate or suspend Your account and any current activities at the Site immediately without notice to You if You breach these Terms of Use or if We are unable to verify or authenticate any information that You provide to Us. Simplicity reserves the right, in its sole discretion, to refuse access to any user at any time to those portions of the Site that require registration. You agree that Simplicity shall not be liable to You or any third party for any termination of Your access to any Material and/or the Site.

12. Governing Law; Consent to Jurisdiction

You agree that these Terms of Use are governed by the laws of the State of Texas and that proper and convenient venue lies exclusively with the federal and state courts of Dallas County, Texas. You agree to be subject to the personal jurisdiction of the State and federal courts sitting in or having jurisdiction over Dallas County, Texas, U.S.A. in the event that any litigation results concerning any aspect arising out of these Terms of Use.

13. Simplicity Privacy Policy

On-line information collected and certain other information about You is subject to our Privacy Policy. For more information, please see our full privacy policy.

14. Miscellaneous

These Terms of Use constitute the entire agreement between You and Simplicity with respect to the Site. If any provision of these Terms of Use is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of the Terms, which shall remain in full force and effect. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only.

YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEIR TERMS AND CONDITIONS. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND SIMPLICITY WHICH SUPERSEDES ANY PROPOSED OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN YOU AND SIMPLICITY RELATING TO YOUR USE OF THE SITE.

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