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**THESE TERMS OF USE AND CONDITIONS OF SALE FORM A LEGALLY BINDING AGREEMENT ("AGREEMENT") AND SHOULD BE READ CAREFULLY.**

**THIS AGREEMENT CONTAINS ARBITRATION AND CLASS ACTION WAIVER PROVISIONS THAT WAIVE YOUR RIGHT TO A COURT HEARING OR JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION. ARBITRATION IS MANDATORY AND IS THE EXCLUSIVE REMEDY FOR ANY AND ALL DISPUTES.**

**PURCHASE TERMS AND CONDITIONS.** These Terms and Conditions apply to the purchase of the person whose name or login number was used to log on to this site ("YOU," "You," "you", or "your"). This product ("Product") is an optional service provided, administered, or owned and operated by SEMPRIS, LLC, and/or its subsidiaries and affiliates, 13033 Ridgedale Drive, Suite 202, Minnetonka MN 55305 (collectively, "SEMPRIS," "We," "Us" or "Our").

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**TRIAL PERIOD, BILLING AND REFUNDS.** If you purchased the Product on a trial offer, you will receive all regular benefits of the Product for the time period as indicated in your Product materials. Unless you notify Us that you wish to cancel before the end of the trial period, your credit or debit/ check card will be charged the current price for your Product. Immediately upon receipt of cancellation, prior to any billing, your trial offer will terminate. If you cancel within 30 days following the billing for your Product, you may request a full refund. After 30 days following the billing of Product, no refunds will be honored. Refer to next paragraph for payment and cancellation details.

**NO AUTOMATIC RENEWAL.** Your Product price is billed once and provides You with use of the Product service for a period of one (1) year following the scheduled date of the billing for your Product purchase. We will not arrange for the automatic renewal of the Product annually. If you wish to continue your access to the Product and its services after the one (1) year period has elapsed, please contact Customer Service at 1-800-475-1942 to arrange for payment.

**RIGHT TO CANCEL.** You have the right to cancel your purchase and obtain a full refund as long as you cancel within 30 days of billing for the Product. After your 30 days, following billing, no refunds will be honored. To cancel, write to P.O. Box 5265, Hopkins, MN 55343-2265, Attn: Customer Service, or call 1-800-475-1942, or go to [www.programstop.com](http://www.programstop.com). If you cancel the Product anytime during the trial period (if any) or within 30 days following billing you will not be charged any additional fees, and access to the Product and its services will terminate.

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**ARBITRATION.** This Agreement and any issue or dispute arising out of or otherwise related to this Agreement or with your use of Our website, the Privacy Policy, or any matter concerning SEMPRIS including use and purchase of the Product, collectively "Disputes," shall be governed exclusively by the laws of the State of Minnesota, excluding its conflict of law provisions. If a Dispute arises under this Agreement, We agree to first contact each other with a written description of the Dispute, all relevant documents and information, and the proposed resolution. You agree to contact Us with Disputes by writing to Us at SEMPRIS, 13033 Ridgedale Drive, Suite 202, Minnetonka, MN 55305. SEMPRIS will contact you by letter to your billing address you provided Us.

If any Dispute cannot be resolved informally, we each agree that any and all Disputes, other than those either party may choose to file in small claims court, shall be submitted to final and binding arbitration before a single arbitrator under the auspices of JAMS® in a location convenient to you. Either party may commence the arbitration process by submitting a written demand for arbitration with JAMS®, and providing a copy to the other party. The arbitration will be conducted in accordance with the provisions of the JAMS® Consumer Arbitration Minimum Standards in effect at the time of submission of the demand for arbitration (available at <https://www.jamsadr.com/consumer-minimum-standards/>), which are incorporated by reference herein. We will pay all of the filing costs, including arbitrator fees. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, the following shall not be subject to arbitration and may be adjudicated only in the state and federal courts of Minnesota: (i) any dispute, controversy, or claim relating to or contesting the validity of our proprietary rights, including without limitation, trademarks, service marks, copyrights, or trade secrets; or (ii) an action by a party for temporary, preliminary, or permanent injunctive relief, whether prohibitive or mandatory, or other provisional relief. You expressly agree to refrain from bringing or joining any claims in any representative or class-wide capacity, including but not limited to bringing or joining any claims in any class action or any class-wide arbitration.

**YOU UNDERSTAND THAT YOU WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE YOUR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, YOU UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY AND ONLY THROUGH ARBITRATION.**

**MAIL PREFERENCE SERVICE.** From time to time We make portions of Our customer list available to carefully screened companies and organizations whose products or services may be of interest to you. If you would prefer to have your name withheld, please send your request with complete name and mailing address to: Mail Preference Service, P.O. Box 5265, Hopkins, MN 55343-2265.

**QUESTIONS.** If you have any questions regarding the Product, please call toll-free at 1-800-475-1942.

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