



Consumer Benefit Alliance Association
Terms of Use
Agreement Between User and consumerbaa.com

Welcome to consumerbaa.com. The consumerbaa.com website (the "Site") is operated by Consumer Benefit Alliance Association. ("CBAA") consumerbaa.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of consumerbaa.com constitutes your agreement to all such Terms.

Electronic Communications

Visiting the Site or sending emails to CBAA constitutes electronic communications. You consent to receive communications from us electronically, such as emails or texts. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing.

Services

All content included as part of the service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of CBAA or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make and changes thereto. You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. CBAA content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use and will make no other use of the content without the express written permission of CBAA and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of CBAA or our licenses except as expressly authorized by these Terms.

International Users

The service is controlled, operated, and administered by CBAA from our offices with the United States. If you access the service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the CBAA content accessed through the website in any country or in any manner prohibited by any applicable laws, restrictions, or regulations.

Accuracy of Information

CBAA strives to ensure that the information on this Site is current, complete, and accurate. Despite the best efforts of CBAA, information may occasionally be inaccurate, incomplete, or out-of-date. CBAA makes no representation as to the completeness, accuracy or currentness of any information on the Site.

Indemnification

Except as prohibited by law, you agree to indemnify, defend and hold harmless CBAA, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use of, or activities in conjunction with the Site or any violation of this Agreement by you. CBAA reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with CBAA in asserting any available defenses.

Governing Law & Dispute Resolution

You hereby agree that this Agreement (and any claim or dispute arising in connection with this Agreement or your use of the Site) is governed by and shall be construed in accordance with the laws of the State of Arizona,



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USA. In the event the parties are not able to resolve any dispute between them arising out of our concerning these Terms, or any provisions hereof, whether in contract, tort, or otherwise in law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Act, or a similar arbitration service selected by the parties. The arbitrator's award shall be final, and judgement may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms, the prevailing party shall be entitled to recover its costs and a reasonable attorney's fees. The parties agree to arbitrate all disputes and claims regarding these Terms, whether directly or indirectly, including tort claims that are a result of these Terms of Use. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision, shall be determined by the arbitrator. This arbitration provision shall survive the termination of these Terms of Use.

Termination/Access Restriction

CBAA reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this Agreement is governed by the laws of the State of Arizona, and you hereby consent to the exclusive jurisdiction and venue of courts in Arizona in all disputes arising out of or relation to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and CBAA because of this Agreement or use of the Site. CBAA's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of CBAA's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by CBAA with respect to such use. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

Unless otherwise specified herein, this Agreement constitutes the entire agreement between the user and CBAA with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and CBAA with respect to the Site. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

CBAA reserves the right, in its sole discretion, to change the Terms under which the Site is offered. The most current version of the Terms will supersede all previous versions. CBAA encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

CBAA welcomes your questions or comments regarding its Terms of Use:

Consumer Benefit Alliance Association
customerservice@consumerbenefitally.com

Effective as of January 12, 2024