

## **Commanding Wealth Simple Comprehensive Terms of use**

We have taken every effort to design our Web site to be useful, informative, helpful, honest and fun. Hopefully we've accomplished that — and would ask that you let us know if you'd like to see improvements or changes that would make it even easier for you to find the information you need and want.

All we ask is that you agree to abide by the following Terms and Conditions. Take a few minutes to look them over because by using our site you automatically agree to them. Naturally, if you don't agree, please do not use the site. We reserve the right to make any modifications that we deem necessary at any time. Please continue to check these terms to see what those changes may be! Your continued use of the Web site means that you accept those changes.

THANKS AGAIN FOR VISITING!

### **Restrictions on Use of Our Online Materials.**

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### **Submitting Your Online Material to Us**

All remarks, suggestions, ideas, graphics, comments, or other information that you send to through our site (other than information we promise to protect under our privacy policy becomes and remains our property, even if this agreement is later terminated.

That means that we don't have to treat any such submission as confidential. You can't sue us for using ideas you submit. If we use them, or anything like them, we don't have to pay you or anyone else for them. We will have the exclusive ownership of all present and future rights to submissions of any kind. We can use them for any purpose we deem appropriate to our mission, without compensating you or anyone else for them.

You acknowledge that you are responsible for any submission you make. This means that you (and not we) have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright.

## **Limitation of Liability**

COMMANDINGWEALTH.COM WILL NOT BE LIABLE FOR ANY DAMAGES OR INJURY THAT ACCOMPANY OR RESULT FROM YOUR USE OF ANY OF ITS SITE.

THESE INCLUDE (BUT ARE NOT LIMITED TO) DAMAGES OR INJURY CAUSED BY ANY:

USE OF (OR INABILITY TO USE) THE SITE  
USE OF (OR INABILITY TO USE) ANY SITE TO WHICH  
YOU HYPERLINK FROM OUR SITE  
FAILURE OF OUR SITE TO PERFORM IN THE MANNER  
YOU EXPECTED OR DESIRED  
ERROR ON OUR SITE  
OMISSION ON OUR SITE  
INTERRUPTION OF AVAILABILITY OF OUR SITE  
DEFECT ON OUR SITE  
DELAY IN OPERATION OR TRANSMISSION OF OUR SITE  
COMPUTER VIRUS OR LINE FAILURE

PLEASE NOTE THAT WE ARE NOT LIABLE FOR ANY  
DAMAGES, INCLUDING:

DAMAGES INTENDED TO COMPENSATE SOMEONE  
DIRECTLY FOR A LOSS OR INJURY  
DAMAGES REASONABLY EXPECTED TO RESULT  
FROM A LOSS OR INJURY (KNOWN IN LEGAL  
TERMS AS "CONSEQUENTIAL DAMAGES.")  
OTHER MISCELLANEOUS DAMAGES AND EXPENSES  
RESULTING DIRECTLY FROM A LOSS OR  
INJURY (KNOWN IN LEGAL TERMS AS  
"INCIDENTIAL DAMAGES.")

WE ARE NOT LIABLE EVEN IF WE'VE BEEN NEGLIGENT  
OR IF OUR AUTHORIZED REPRESENTATIVE HAS BEEN  
ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR  
BOTH.

EXCEPTION: CERTAIN STATE LAWS MAY NOT ALLOW US TO LIMIT OR EXCLUDE LIABILITY FOR THESE "INCIDENTAL" OR "CONSEQUENTIAL" DAMAGES. IF YOU LIVE IN ONE OF THOSE STATES, THE ABOVE LIMITATION OBVIOUSLY WOULD NOT APPLY WHICH WOULD MEAN THAT YOU MIGHT HAVE THE RIGHT TO RECOVER THESE TYPES OF DAMAGES.

HOWEVER, IN ANY EVENT, OUR LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, INJURIES, AND CLAIMS OF ANY AND EVERY KIND (WHETHER THE DAMAGES ARE CLAIMED UNDER THE TERMS OF A CONTRACT, OR CLAIMED TO BE CAUSED BY NEGLIGENCE OR OTHER WRONGFUL CONDUCT, OR THEY'RE CLAIMED UNDER ANY OTHER LEGAL THEORY) WILL NOT BE GREATER THAN THE AMOUNT YOU PAID IF ANYTHING TO ACCESS OUR SITE.

### **Links to Other Site**

We sometimes provide referrals to and links to other World Wide Web sites from our site. Such a link should not be seen as an endorsement, approval or agreement with any information or resources offered at sites you can access through our site. If in doubt, always check the Uniform Resource Locator (URL) address provided in your WWW browser to see if you are still in a - operated site or have moved to another site.

**Commandingwealth.com** is not responsible for the content or practices of third party sites that may be linked to our site. When provides links or references to other Web sites, no inference or assumption should be made and no representation should be inferred that is connected with, operates or controls these Web sites. Any approved link must not represent in any way, either explicitly or by implication, that you have received the endorsement, sponsorship or support of any site or endorsement,

sponsorship or support of **commandingwealth.com**, including its respective employees, agents or directors.

### **Termination of This Agreement**

This agreement is effective until terminated by either party. You may terminate this agreement at any time, by destroying all materials obtained from all Web sites, along with all related documentation and all copies and installations.

**Commandingwealth.com** may terminate this agreement at any time and without notice to you, if, in its sole judgment, you breach any term or condition of this agreement. Upon termination, you must destroy all materials. In addition, by providing material on our Web site, we do not in any way promise that the materials will remain available to you. And **commandingwealth.com** is entitled to terminate all or any part of any of its Web site without notice to you.

### **Jurisdiction and Other Points to Consider**

If you use our site from locations outside of the United States, you are responsible for compliance with any applicable local laws.

These Terms of Use shall be governed by, construed and enforced in accordance with the laws of the State of Washington, as it is applied to agreements entered into and to be performed entirely within such jurisdiction.

To the extent you have in any manner violated or threatened to violate and/or its affiliates' intellectual property rights, and/or its affiliates may seek injunctive or other appropriate relief in any state or federal court in the State of Washington, and you consent to exclusive jurisdiction and venue in such courts.

Any other disputes will be resolved as follows:

If a dispute arises under this agreement, we agree to first try to resolve it with the help of a mutually agreed-upon mediator in the following location: Seattle, Washington. Any costs and fees other than attorney fees associated with the mediation will be shared equally by each of us.

If it proves impossible to arrive at a mutually satisfactory solution through mediation, we agree to submit the dispute to binding arbitration at the following location: Seattle, Washington, under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so.

We may modify these Terms of Use, and the agreement they create, at any time, simply by updating this posting and without notice to you. This is the ENTIRE agreement regarding all the matters that have been discussed.