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Terms and Conditions

Welcome

Welcome to MyNotes4U®! Thank you for using our Services. These Terms and Conditions (the “**Terms**”) set forth our mutual agreement as to your rights and responsibilities when you use the MyNotes4U websites, services, and mobile apps that link to these Terms (the “**Services**”). By using any of the Services you are agreeing to these Terms. You are also agreeing to comply with our MyNotes4U Community Rules, which are incorporated herein by reference. Please read these documents carefully – they contain important information about your rights and your responsibilities when you use the Services.

Your privacy is very important to us. Our Privacy Statement sets forth important information on how we collect, process, use and share your data and is incorporated by reference herein. Please read the Privacy Statement carefully. In particular, you should be aware that we do not share the information that you have stored in the MyNotes4u.com site or mobile with employers, insurance providers, or third-party marketers without your consent, and will not share your information with law enforcement unless compelled by valid legal process.

Important Things for You to Understand When You Use Our Services

- You always maintain ownership of your content. MyNotes4u may need to use your contact information to inform you of updates, promotional campaigns, new features or billing issues.
- As we are constantly striving to improve the Services we provide you, your data may be used to enhance our existing user experience or to develop new products and services. Unless expressly stated otherwise, each new feature that we add to the Services will also be subject to these Terms.
- You may at any time request that we delete your data and account.
- Our Services are very diverse, so sometimes additional or separate terms may apply. Any additional terms will be specified with the relevant Services, and those additional terms become a part of your agreement with us if you use those Services. Separate terms may also apply to special offers or promotions, and if the rules of a promotion or special offer conflict with these Terms, those special terms will prevail. We are constantly changing and improving our Services, and thus we may add or remove functionality or features from the Services, and we may suspend or stop a Service altogether. If you have any questions about these Terms or our Services, please [contact us](#).

To help you to read these Terms, we have broken them down into the following sections:

1. Eligibility to Use the Services
2. Your Use of the Services
3. Content Used in the Services

4. Termination or Suspension of your Account
5. Renewal and Cancelation Terms
6. Modifications to these Terms
7. Warranty
8. Limit of Liability
9. Your Indemnity
10. Cookie Policy
11. Services Offered by Other Companies
12. Controlling Law
13. Dispute Resolution, Arbitration and Class Action Waiver
14. Miscellaneous

1. Eligibility to Use the Services

Users of the Services includes paid subscribers (“**Users**”). Users will need to create an account to use the Services. To protect your MyNotes4U account, please keep your password confidential. You must provide accurate, complete and current registration information when you register. Our Services are intended for users of all ages. however, you must be over the age of 18 to purchase a subscription. If you are between the ages of 13 and 18, you may use our Services with your parent's or guardian's permission. Parent or Guardian permission is assumed with the applicable paid subscription. We do not knowingly seek or collect any Personal Information directly from children under the age of 13. If MyNotes4U becomes aware that we have unknowingly collected any personal data directly from a child under the age of 13, we will take commercially reasonable efforts to delete such data from our system.

2. Your Use of the Services

Requirements for Using the Services: In exchange for your access to the Services, you agree:

- To comply with the MyNotes4u Community Rules;
- To comply with all applicable laws;

Not to resell the Services or to resell, reproduce or publish any content or information found on the Services, except as explicitly described in these Terms;

- Not to circumvent, disable or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or the content therein, including with bots, crawlers, spiders, data miners, scraping or other automatic access tools;
- You are responsible for all usage and activity on the Services made via your account; and

- You will [contact us](#) if you suspect your account has been breached or used without your authorization.

3. Content Used in the Services

MyNotes4U Content: The Services contain photos, videos, comments, stories, records, indexes of content, and other content that are owned by or are licensed to MyNotes4u. We refer to this content as **"MyNotes4u Content."**

With respect to MyNotes4u Content, you agree:

- To keep all copyright and other proprietary notices on any MyNotes4u Content you download or print; and
- Not to distribute, republish, or sell portions of any MyNotes4u Content.

Personal Information and User Provided Content: When you use the Services, you provide us with different types of information. For an explanation of Personal Information and a description of the types of Personal Information you may provide to us, see our Privacy Statement. You may ask us to delete your Personal Information as explained in our Privacy Statement. In addition, you may provide us with information that is not considered Personal Information, such as a family picture or a story about a relative. In these Terms, we refer to this type of information as **"User Provided Content."**

With respect to User Provided Content, you agree that:

- You are solely responsible for your User Provided Content, included but not limited to contextual content, photos, videos and content links;
- You represent and warrant that you have all the necessary rights to upload or post your User Provided Content and that your User Provided Content complies with the MyNotes4u Community Rules;
- You will provide MyNotes4u, upon our request, with any documentation necessary to evidence your compliance with these Terms; and
- Any User Provided Content that you have made public or may be used by other users as part of, or in conjunction with, the Services. We will not be required to remove any information or User Provided Content that you have made public or has otherwise been.
- MyNotes4u has no responsibility or liability related to User Provided Content. While we do not routinely monitor User Provided Content that is uploaded or posted to the Services, we do reserve the right to do so and to use automated tools that monitor User Provided Content for violations of these Terms, including the MyNotes4u Community Rules. We reserve the right, but do not have the obligation, to remove or disable access to any User Provided Content that we believe violates these Terms, including the MyNotes4u Community Rules.
- If you have concerns that User Provided Content posted by other users may infringe your rights, contain illegal material, or violate these Terms please [contact us](#). We are also sensitive to the

copyright and other intellectual property rights of others. For complaints regarding copyright infringement or illegal content [contact us](#).

Additional User Information. You may voluntarily choose to provide additional information about yourself, your family or friends to MyNotes4u in response to our email surveys, or through the Services (“**Additional User Information**”). Additional User Information may include account, profile, payment, or usage details necessary to provide the Services, or any User Provided Content. It is highly recommended by MyNotes4u that you do not share your Additional User Information with other users. Any sharing of Additional User Information with third parties is governed by our Privacy Statement.

Ownership of Personal Information, Additional User Information and User Provided Content: You own your Personal Information, Additional User Information, and User Provided Content, but we need certain rights from you to use that information and content. By using the Services, you grant us the right to collect, host, transfer, process, analyze, communicate and store your Personal Information and Additional User Information in order to (a) provide the Services to you, (b) for the purposes described in these Terms and our Privacy Statement, (c) to help subscribers discover more about their family, and (d) for any other purpose to which you expressly agree, such as sharing with others. Also, by submitting User Provided Content through any of the Services, you grant MyNotes4u a sublicensable, worldwide, royalty-free license to host, store, copy, publish, distribute, provide access to, create derivative works of, and otherwise use such User Provided Content to the extent and in the form or context we deem appropriate on or through any media or medium and with any technology or devices now known or hereafter developed or discovered. This includes the right for MyNotes4u to copy, display, and index your User Provided Content. MyNotes4u will own the indexes it creates. We will also have the right to continue to maintain your User Provided Content, even if you stop using the Services, but only as necessary for us to provide and improve the Services.

Copyright and Trademark Notice: Each of the Services is protected by copyright as a collective work or compilation, pursuant to U.S. copyright laws, international conventions, and other copyright laws. The trademarks, service marks and logos contained in the Services are owned by or licensed to us. We and our licensors retain title, ownership and all other rights and interests in and to all MyNotes4u content in the Services.

4. Termination or Suspension of Your Account

We may limit, terminate, or suspend your access to the Services without a refund if you breach or act inconsistently with the letter or spirit of these Terms or, the MyNotes4u Community Rules. In such a case, you will not be entitled to a subscription refund.

5. Renewal and Cancellation Terms

There are various payments and subscription options available for using the Services. These options can be found in the individual Services and may change from time to time. Once you register for a free trial

promotion, other promotional offers for services, or your initial payment is processed, your subscription has begun, and you can immediately access the relevant Service.

a. Automatic Renewals of Subscriptions. Subscriptions automatically renew according to the term of subscription, such as monthly or annually. This means that once you sign up for a free trial, promotional offer or become a subscribing member, your subscription will automatically renew based on the subscription program you chose (e.g. monthly, annually, etc.). You will be charged the rate stated at the time of purchase (plus applicable taxes, such as value added tax when the stated rate doesn't include VAT) at the beginning of each billing term of your subscription via the billing method you have provided to us. Please ensure that your billing information is correct to prevent your subscription from lapsing.

Prices and terms for subscriptions may change at any time. The price and terms in place when you made your initial purchase or when your subscription last renewed will stay in effect for the duration of that subscription period, but new prices and terms may apply to renewals or new subscriptions. MyNotes4u will give you reasonable notice of any change in price or terms before they go into effect. If you do not want to renew your subscription under these new prices or terms, you may cancel your subscription as described below.

b. Subscription Cancellations and Refunds. You may cancel your subscription by logging into your My Account > Profile page in the Services or by contacting us by [email](#) be sure to include the full name of the person who owns the account in MyNotes4u as well as the billing account name and number. All refunds will be credited to the billing method associated with your account.

Unless otherwise stated in the terms of your subscription, the following terms will apply:

Free Trials: Some of the promotional Services may allow you to register for a free trial so you can try the Services before starting a paid subscription. If you register for a free trial, you may cancel at any time during the free trial period and incur no charge. If you do not cancel during the free trial period, your paid subscription will start once your free trial period ends.

Monthly Subscriptions: Subscriptions billed on a monthly basis may be cancelled at any time prior to two business days before your renewal date but are not eligible for a refund. If you cancel your monthly subscription, you will retain access to your Services for the remainder of that month. If you do not cancel your subscription prior to two days before your renewal date, we will renew your subscription for one more month.

Subscriptions Longer than a Month: Subscriptions longer than one month may be cancelled during the first 10 days for a full refund. If this subscription begins with a free trial, the 10-day period begins after the free trial ends. If you cancel this type of subscription after the first 10 days, you will not receive a refund, but you will retain access to the relevant Services for the remainder of your subscription period, after which your subscription will be cancelled. If you do not cancel your subscription within your subscription period, we will renew your subscription for an additional term equivalent in length to your current subscription. Refunds are not based on account usage.

Gift Memberships: Gift memberships may be cancelled by the purchaser for a full refund before the earlier of (a) 10 days after the date the gift is purchased and (b) the gift start date selected by the purchaser. No refunds are available after the gift start date.

Taxes and Fees: You will be responsible for all taxes and fees charged by other companies such as shipping, mobile carrier fees, data plan charges, overdraft fees, credit card fees, and foreign transaction fees.

c. Refund Eligibility.

MyNotes4u purchases are eligible for a refund according to the terms listed in the sections above. A \$15 processing fee will be charged.

Refund Process: To request a refund contact us by [email](#). The following information must be included.

- Full name of the person who owns the MyNotes4u account.
- Additional names of all individual who have access to the MyNotes4U. Such as, all family member names listed on a family subscription.
- The full name of the person on the billing account.
- The billing account number.

MyNotes4u does not refund shipping and processing charges or any applicable taxes paid on the non-refundable portion of a subscription. All refunds will be credited to the billing method associated with your account.

d. Content Retention

At the time of cancellation, you can request that your User Provided content be archived or removed. Content archived may be retrieved should you decided to reopen your account. Content that has be removed will be considered as permanently removed and cannot be recovered.

User Provided Content for members who have violated the Terms and Conditions, Community Rules or Privacy Statement will be permanently removed and cannot be recovered.

6. Modifications to these Terms

We have the right to modify these Terms or any additional terms that apply to a Service at any time, including to reflect changes to the law or changes to our Services. We will notify you of any material changes by posting information through the Services or via email. Such material changes will not apply retroactively and will become effective thirty days after they are posted, except that changes addressing new functions in the Services or changes made for legal reasons will be effective immediately. Except as explicitly provided herein, your continued use of the Services after a change to the Terms will mean you

accept the changes. If any changes are unacceptable to you, you may stop using the Services and, if applicable, cancel your subscription.

7. Warranty

While we hope you enjoy using our Services, there are things we don't promise about our Services.

Except as expressly set out in these Terms, we provide the Services and the MyNotes4u Content to you on an "AS-IS" basis. To the maximum extent permitted by law, we disclaim all warranties express or implied, including the implied warranties of non-infringement, merchantability, and fitness for a particular purpose. We do not make any promises (a) about the MyNotes4u Content, (b) about the specific functionality of the Services, (c) about the quality, accuracy, reliability, or availability of the MyNotes4u Content or Services, or (d) that the MyNotes4u Content or Services will be free from viruses or other harmful components.

8. Limit of Liability

We limit our liability to the fullest extent allowed by law. We will not be liable for any unintentional damage, any actual, incidental, or consequential damage, or for any loss or claim of any kind. Some jurisdictions do not allow us to have a broad limit on our liability. If you live in one of those jurisdictions, some of these limitations may not apply to you. If you are dissatisfied with any portion of the Services or with any statement in these Terms, your sole remedy is to stop using the Services and, if you are using any of our subscription Services, cancel your subscription as described in Section 5-Renewal and Cancellation Terms. Our total liability in any matter related to the Services or these Terms is limited to the aggregate amount you paid us during the 12-month period preceding the event giving rise to the liability. This limitation of liability applies fully to residents of New Jersey.

9. Your Indemnity

You agree that you will indemnify and hold MyNotes4u, our employees, and our agents harmless from any claims, damages, or other expenses (including attorney's fees) that result from your use of the Services and (a) your violation of these Terms or other documents incorporated herein by reference; (b) your violation of another person's rights; or (c) any claim related to your User Provided Content, including a claim that your User Provided Content caused damage to another person. This indemnification obligation will continue after you stop using the Services. In addition, you release MyNotes4u from all claims, demands, actions, or suits in connection with your User Provided Content in all forms, including any liability related to our use or non-use of your User Provided Content, claims for defamation, invasion of privacy, right of publicity, emotional distress or economic loss.

10. Cookie Policy

At MyNotes4u, customer trust is our top priority and how we use cookies is integral to keeping that priority. This cookie policy explains what cookies are, the different types of cookies, how we use them and most importantly how to control your cookies.

In Section 4 of our Privacy Statement, we state that we use cookies. By continuing to use our site and our services, you are agreeing to the use of cookies and similar technologies for the purposes described in this policy.

What are cookies and why do we use them?

Most websites you visit use cookies to improve your online experience – and we are no different. Essentially, they are small text files, stored in your browser or on your hard drive, that allow us to differentiate between you and all our other visitors.

There are many benefits to this. For example, every time you visit our site, we can log you in automatically, and remember your preferences. Plus, we can keep you logged in as you move around the site and give you a personal experience.

What are the different types of cookies?

Session cookies

These cookies are only stored on your device (which may mean a desktop computer, laptop, tablet or mobile phone) during a single visit to the site (called a 'browser session'). They do not do anything unless you are actively browsing, and they are deleted as soon as you close your browser.

For example: a session cookie allows you to move from page to page without having to repeatedly log into the site.

Persistent cookies

These remain on your device until they are set to expire, or you choose to delete them from your browser cache. They are activated each time you visit the website that created them.

For example: a persistent cookie lets us remember you when you return, helps analyze your behavior while you are on the site, and lets us identify any problems.

Both session cookies and persistent cookies are first-party cookies which belong to MyNotes4u.

Third-party cookies

First-party cookies are cookies that belong to MyNotes4u whereas third-party cookies are cookies that another party places on your browsing device through our websites. Third-party cookies will be providing a service to MyNotes4u or a function to us but MyNotes4u cannot control how those third-party cookies are used.

For example: third-party cookies are used for both advertising services and on-site functionality.

Sharing with other social networks

If you use buttons to share online content with your friends via social networks like Twitter and Facebook, these companies may set a cookie on your computer or other device (laptop, tablet or mobile phone).

Find out more about these cookies here:

<https://www.facebook.com/about/privacy/>

<https://twitter.com/privacy>

<https://www.google.com/intl/en-GB/policies/privacy/>

Generally, you can find out more about cookies and get advice on discovering what cookies have been set and how you can manage and delete them at <http://www.allaboutcookies.org>.

What cookies does MyNotes4u use?

MyNotes4u uses cookies for the following purposes:

Categories of Use	Description
Authentication	These cookies do things like ensure that your password works and you stay logged in when you move between pages on the site and help the site to remember details like what is in your shopping basket or how far you are through an order. They also keep you secure while you are logged in and help to ensure the site looks consistent during your visit.
Performance, Analytics and Research	These cookies collect information about how you use our site, such as which pages you visit and if you experience any errors. They do not collect anything that could identify you as it is aggregated data and we only use them to improve how our site works, understand what interests our users, and measure how effective our content is. Our performance cookies include: (a) web analytics to provide information on how our site is used (b) error management to help us improve the site by measuring any errors that occur (c) site preferences to remember details such as how you have set up your preferences.
Advertising	MyNotes4u currently does not offering paid advertising spots for vendors. However, we reserve the right to do so. Advertising cookies collect information about browsing habits. We may use them to make sure our advertising and suggestions are relevant to you and your interests (you will also hear this referred to as online behavioral advertising) and to limit the number of times you see an advertisement. We may choose to work

Categories of Use	Description
	with third parties who do this for us and we sometimes also place ads around our sites. You can opt out of some targeting cookies – see “How can I opt out of interest-based advertising?” below for more information.
Preferences, Features and Services	We may also use tracking pixels (a.k.a. web beacons, action tags, or clear gifs), that help us better manage content on our site by informing us what content is effective. Tracking pixels are tiny graphics with a unique identifier, similar in function to cookies, and are used to track the online movements of website users in combination with other information we know about our users. We also use pixels in our HTML-based emails to let us know which emails have been opened by recipients. This allows us to gauge the effectiveness of certain communications.

When do we use cookies?

We use cookies on our site MyNotes4u.com and mobile applications. If a browser visits these sites they will receive a cookie from MyNotes4u. Cookies are also placed in your browser when you visit non-MyNotes4u sites that host our plugins.

What third-party cookies does MyNotes4u use?

MyNotes4u's doesn't currently use third-party cookies on our site.

How do you control cookies?

We suggest you accept all cookies from our site to get all the benefits we have outlined above. However, it is possible to manage and block cookies using your web browser. Unless you have adjusted your browser settings, our system will issue cookies as soon as you visit our site. Remember, if you change your browser settings to block all cookies (including essential ones) you may not be able to access some or all parts of our site.

You can also set your browser to alert you every time a site sets a cookie. Each browser works differently, but here are instructions on how to manage your cookies in the commonly supported browsers:

Internet Explorer

Click on the 'Tools' icon then select 'Internet Options'. Choose the 'Privacy' tab and Click on 'Advanced' for more detailed privacy settings.

Safari

Choose 'Preferences' from the Safari menu then select 'Privacy'. You'll see your Cookie settings and can choose your settings.

Mozilla Firefox

Click on 'Menu', 'Options', 'Privacy' and then select 'Firefox will:' to use custom settings for history. You can then choose your settings.

Google Chrome

Click on the 'Menu' then select Settings. At the bottom of the page, select 'Show advanced settings.' In the 'Privacy' section, click the 'Content settings' button. In the 'Cookies' section, choose your preferred setting.

How do I know which internet browser I have?

If you use a PC you can find out which internet browser you use by clicking 'Help' at the top of your browser window and selecting 'About'.

If you use an Apple computer click on the Apple menu when the browser is open and select 'About'.

Cookies and advertising

MyNotes4u uses cookies to deliver content and advertisements on our sites. MyNotes4u uses some third parties to show you MyNotes4u-related advertisements.

Please note: MyNotes4u allows third-party advertisers that are presenting advertisements for us to set and access their cookies, pixels, tags, and scripts on your computer. The advertisers' use of cookies and these other technologies is subject to their own privacy policies.

Do-Not-Track Disclosure

MyNotes4u notes that although we do our best to honor your privacy preferences, and have implemented industry standard safeguards as described above, we do not respond to Do-Not-Track signals from your browser at this time due to the lack of an established industry standard. MyNotes4u uses advertising technology to show you advertising relevant to your MyNotes4u experience. Also, when MyNotes4u uses other companies' services, data, and software tools to target advertising to you, these companies may collect information (such as a unique cookie or mobile identifier) about your online activities over time and across other websites or services on our behalf.

Other helpful resources

To learn more about advertisers' use of cookies we encourage you to view the following:

[Internet Advertising Bureau \(US\)](#)

[Internet Advertising Bureau \(EU\)](#)

[European Interactive Digital Advertising Alliance \(EU\)](#)

If you have any questions regarding MyNotes4u's policy on cookies please contact by email at support@mynotes4u.com.

11. Services Offered by Other Companies

We may offer you the opportunity to purchase services from companies other than MyNotes4u. Use of those services will be subject to the terms and conditions of the companies offering the services. Please read those terms carefully. We have no responsibility related to any such third-party services.

12. Controlling Law

If you access the Services on our websites in the United States, the laws of the State of Oklahoma, and as applicable, those of the United States of America, govern these Terms and the use of the Services. All claims not subject to arbitration and brought in the United States will be subject to the jurisdiction of the courts of the State of Oklahoma. If you access the Services on our websites anywhere other than in the United States, the laws of United States govern these Terms.

13. Dispute Resolution, Arbitration and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

We work hard to keep our customers satisfied. If a dispute arises between you and MyNotes4u, our goal is to provide a cost-effective means of quickly resolving the dispute. If you have any concern or dispute about the Services, you agree to first try to resolve the dispute informally by [contacting us](#).

For U.S. Customers:

You and MyNotes4u agree that these Terms affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions.

If any dispute between us is not resolved within 60 days after contacting us, then you and MyNotes4u agree that we will resolve it through final and binding arbitration, with the following three exceptions:

1. You may assert your dispute, if it qualifies, in small claims court.
2. Both you and MyNotes4u may bring a suit in court in the state of Oklahoma only for a claim of infringement or other misuse of intellectual property rights. In this case, we both waive any right to a jury trial.
3. If it qualifies, you may bring a claim to the attention of a relevant federal, state, or local agency that may seek relief against us on your behalf.

If you have a subscription and you terminate for our breach after providing us with a 60-day cure period during which we are unable to cure, we will refund any pre-paid fees on a pro-rated basis to you.

Arbitration Rules: Arbitration will be conducted by JAMS in accordance with the JAMS Streamlined Arbitration Procedure Rules for claims that do not exceed \$250,000 and the JAMS Comprehensive Arbitration Rules and Procedures for claims exceeding \$250,000 in effect at the time the arbitration is initiated, excluding any rules or procedures governing or permitting class actions. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising

out of or relating to the interpretation, applicability, enforceability, or formation of these Terms or the Privacy Statement, including but not limited to any claim that all or any part of these Terms or Privacy Statement is void or voidable, whether a claim is subject to arbitration, or the question of waiver by litigation conduct. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. **To start an arbitration, you must do the following: (a) write a Demand for Arbitration that includes a description of the claim and the amount of damages you seek to recover (you may find a copy of a Demand for Arbitration at www.jamsadr.com); (b) send three copies of the Demand for Arbitration, plus the appropriate filing fee, to JAMS, 8401 N. Central Expressway, Suite 610, Dallas, TX 75225; and (c) send one copy of the Demand for Arbitration to MyNotes4U, 1042 Timber Ridge Road, Harrah, OK 73045. Arbitration may take place in the county where you reside at the time of filing. You and MyNotes4u further agree to submit to the personal jurisdiction of any federal or state court in Oklahoma County, Oklahoma in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.**

Fees: You will be required to pay \$250 to initiate an arbitration against us. If the arbitrator finds the arbitration to be non-frivolous, MyNotes4u will pay all other fees invoiced by JAMS, including filing fees and arbitrator and hearing expenses. You are responsible for your own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise.

No Class Actions: **You and MyNotes4u each agree that each party may only resolve disputes with the other on an individual basis and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action.** If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above shall be deemed null and void in their entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

Changes to This Section: MyNotes4u will provide thirty (30) days' notice of any changes affecting the substance of this section by posting notice of modifications to the Terms on the Services, sending you a message, or otherwise notifying you when you are logged into your account. Amendments will become effective thirty (30) days after they are posted on the Services or sent to you.

Changes to this section will otherwise apply prospectively only to claims arising after the thirtieth (30th) day. If a court or arbitrator decides that this subsection on "Changes to This Section" is not enforceable or valid, then this subsection shall be severed from the section entitled "Arbitration and Class Action Waiver," and the court or arbitrator shall apply the first Arbitration and Class Action Waiver section in existence after you began using the Services.

Survival: This Arbitration and Class Action Waiver section shall survive any termination of your account or the Services.

For Customers Outside the U.S.:

You agree that the United States Courts will have exclusive jurisdiction over all disputes (contractual or non-contractual) related to this Agreement. If you are a European Union consumer you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in this Agreement, including the paragraph above, affects your rights as a consumer to rely on such mandatory provisions of local law. Nothing contained in this clause shall limit MyNotes4u's rights to bring enforcement proceedings in another jurisdiction or to seek interim, protective or provisional relief in the courts of another jurisdiction.

Additional Dispute Information for EU Members: Information pursuant to Regulation 524/2013: The European Commission provides a platform for Online Dispute Resolution (ODR), available at <http://ec.europa.eu/consumers/odr/>.

14. Miscellaneous

MyNotes4u Parties: You are entering into these Terms with a specific MyNotes4u entity depending on what Service you are using and where you are geographically located. All references to MyNotes4u, "us" or "we" in these terms refer to the relevant MyNotes4u entity on that list. We reserve the right to change the MyNotes4u entity which is a party to these Terms at any time as a result of a corporate reorganization or otherwise.

Entire Agreement: These Terms, including all rules, guidelines, and other documents incorporated herein by reference, state the entire agreement between you and MyNotes4u regarding your use of the Services and supersede any prior agreements we may have relating to the Services.

Notification of Changes to the Services: MyNotes4u may contact you within the Services, via email or physical mail to inform you of changes to the Services or these Terms. You agree that contact in any of these ways will satisfy any legal communication requirements, including that communication be in writing.

Feedback: If you submit feedback or suggestions about MyNotes4u or our Services, we may use your feedback or suggestions for any purpose without any obligation to you and without your prior consent.

Assignment: We reserve the right to assign or transfer our rights and obligations under this Agreement. These terms are personal to you and, as a result, you may not, without the written consent of MyNotes4u, assign or transfer any of your rights and obligations under this Agreement. There shall be no third-party beneficiaries to this Agreement.

If MyNotes4u is Acquired: If MyNotes4u or its businesses are acquired or transferred to another entity (in whole or part and including in connection with bankruptcy or similar proceedings), MyNotes4u has the right to share your Personal Information, User Provided Content and Additional User Information with that entity. These Terms will continue to apply to the Services until you receive notification of changes to the Terms or Services.

Severability: Except as explicitly provided herein, the unenforceability of any section or clause in these Terms will not affect the enforceability of the remaining Terms. We may replace any unenforceable section or clause with a similar one that is enforceable.

No Waiver: Our failure to enforce any provision of these Terms is not a waiver of our rights under that provision.

Fair Credit Reporting Act: MyNotes4u is not a consumer reporting agency as defined in the Fair Credit Reporting Act (“**FCRA**”), and the information that you can access on the Services has not been collected in whole or in part for the purpose of furnishing consumer reports, as defined in the FCRA. YOU SHALL NOT USE THE SERVICES AS A FACTOR IN (1) ESTABLISHING AN INDIVIDUAL'S ELIGIBILITY FOR PERSONAL CREDIT OR INSURANCE OR ASSESSING RISKS ASSOCIATED WITH EXISTING CONSUMER CREDIT OBLIGATIONS, (2) EVALUATING AN INDIVIDUAL FOR EMPLOYMENT, PROMOTION, REASSIGNMENT OR RETENTION (INCLUDING BUT NOT LIMITED TO EMPLOYMENT OF HOUSEHOLD WORKERS SUCH AS BABYSITTERS, CLEANING PERSONNEL, NANNIES, CONTRACTORS, AND OTHER INDIVIDUALS), OR (3) ANY OTHER PERSONAL BUSINESS TRANSACTION WITH ANOTHER INDIVIDUAL (INCLUDING, BUT NOT LIMITED TO, LEASING AN APARTMENT).