

# Terms of Sales and Services

#### 1. Terms

By accessing this web site, you are agreeing to be bound by these web site Terms and Conditions of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in this web site are protected by applicable copyright and trademark law.

### 2. Use License

A. Permission is granted to download copies of free resource materials on the Lifestyle Matters' web site for personal, non-commercial use only. This is the grant of permission to use, not a transfer of title, and under this license you may not:

- a. Modify or copy the materials outside of their intended purpose except by specific written permission from Lifestyle Matters.
- b. Use the materials for any commercial purpose, or for any non-Lifestyle Matters program public display (commercial or non-commercial);
- c. Attempt to decompile or reverse engineer any software contained on Lifestyle Matters' web site:
- d. Remove any copyright or other proprietary notation from the materials; or
- e. Transfer the materials to another person or "mirror" the materials on any other server.
- B. This license shall automatically terminate if you violate any of these restrictions and may be terminated by Lifestyle Matters at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

#### 3. Disclaimer

A. The materials on Lifestyle Matters' web site are provided "as is". Lifestyle Matters makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, Lifestyle Matters does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its Internet web site or otherwise relating to such materials or on any sites linked to this site.

a. The materials and information provided by Lifestyle Matters is not intended nor should it replace personal healthcare provided by your physician.

# 4. Limitations

In no event shall Lifestyle Matters or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to use the materials on Lifestyle Matters' Internet site, even if Lifestyle Matters or a Lifestyle Matters representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

### 5. Revisions and Errata

The materials appearing on Lifestyle Matters' web site could include technical, typographical, or photographic errors. Lifestyle Matters does not warrant that any of the materials on its web site are accurate, complete, or current. Lifestyle Matters may make changes to the materials contained on its web site at any time without notice. Lifestyle Matters does not, however, make any commitment to update the materials.

6. **Links** Lifestyle Matters has not reviewed all of the sites linked to its Internet web site and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Lifestyle Matters of the site. Use of any such linked web site is at the user's own risk.

### 7. Site Terms of Use Modifications

Lifestyle Matters may revise these terms of use for its web site at any time without notice. By using this web site you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

# 8. Governing Law

Any claim relating to Lifestyle Matters' web site shall be governed by the laws of the State of Michigan without regard to its conflict of law provisions.

### 9. Sale and Purchase of Goods

Lifestyle Matters ("Seller" or designated resource distributor) hereby agrees to sell, and You ("Buyer") hereby agree to purchase, goods of the description and quantity described on the checkout window ("Checkout") and incorporated herein by this reference ("Goods") on the terms and conditions set forth in this Agreement.

## 10. Purchase Price

Buyer agrees to pay the Purchase Price of the Goods as posted via designated resource distributor.

### 11. Payment Terms

The total amount of the Purchase Price shall be payable in full by Buyer according to the payment due date stated at Checkout. Any portion of the Purchase Price unpaid past thirty (30) days shall be considered overdue. All amounts past due are subject to a late charge of the lesser of one and one-half percent (1 1/2%) per month (being eighteen percent (18%) per annum) or the highest lawful rate. In addition, Seller shall have the right to pursue any remedies available at law or as provided herein and shall be entitled to reimbursement from Buyer for Seller's costs of collection, including attorney fees, legal fees and costs and disbursements.

### 12. **Delivery**

Unless otherwise agreed in writing, delivery shall be made in accordance with Distributor's shipping policy in effect on the date of shipment. Delivery dates provided by Distributor are estimates only. Distributor will make reasonable efforts to deliver in accordance with such dates; however, Distributor will not be liable for failure to deliver as estimated. Unless otherwise agreed in writing by Distributor, Goods shall be packaged according to Distributor's standards and practices.

# 13. Return Policy

### **RETURN AND EXCHANGE POLICY**

Advent Source is the resource distribution of Lifestyle Matters resources and they will accept returns and exchanges within 60 days of the original purchase date. To expedite your return or exchange, please include the Pre-Authorized Return form. Shipping fees are non-refundable. See instructions below.

**Returns:** The customer is responsible for returning item(s) at their own expense. Some merchandise such as seasonal items may have a modified return date. Those items will have a "return by" date listed on the packaging and/or product description online. Items purchased in bundles will need to include all components in order to receive a refund. Refund balances of less than 99¢ will be applied to our shipping expense. Refunds will be issued within 10 business days of the return being completed. Items received in unsellable condition will be returned at the customer's expense.

**Exchanges:** Merchandise will be exchanged for similar product in a different size and/or color only. The customer is responsible for return shipping costs. As a courtesy, we will ship exchanged merchandise free of charge (this does not apply to additional items ordered). We must receive your return items before we can proceed with the exchange. **We will use FedEx Ground, UPS Ground or USPS shipping to send your exchanged order.** Please allow 14 business days for your exchange to be delivered to you. Exchange and/or refund balances of less than 99¢ will be applied to our shipping expense. Items received in unsellable condition will be returned at the customer's expense.

**Defective/Damaged/Wrong Items Sent:** We will make every effort to correct your order. Call **Advent Source at 402.486.8800** to notify them of any errors or defects within 7 days of receipt. We will gladly give you special instructions on how to receive your replacement product(s).

**Need It Now?** Ordered the wrong item and need it right away? Simply place **a new order** at **www.adventsource.org or by phone at 402.486.8800.** Then, send back the new, unused product(s) to request a refund for the items returned.

We reserve the right to change our Return and Exchange Policy at any time.

# **RETURN AND EXCHANGE GUIDELINES**

We will accept any new, clean, and unused Lifestyle Matters merchandise (in its original packaging).

- Videos/DVDs/CD-ROMs and USB drives: Media can be returned if it is unopened and in the original wrapping.
- Books and Manuals: Items must be currently in print and in saleable condition.

### Non-returnable Items:

- Sales of electronic downloadable files are final and are non-refundable.
- Other restrictions may apply to specific products.

## **Steps to Complete a Return or Exchange**

**NOTE:** If your return/exchange meets the guidelines listed above, there is no need to call for authorization.

- Login to your Advent Source account and click on the pencil beside the order in which you
  purchased the item/s you want to return or exchange. Download and print the PreAuthorized Return Form. The link is at the bottom of your order.
- 2. Select one of the two boxes: "Refund" or "Exchange." Please note any special instructions that will help us process your refund or exchange.
- 3. Repack the merchandise with the original packing materials and enclose your completed Pre-Authorized Return Form.
- 4. Affix the courtesy return label (located at the bottom of your Pre-Authorized Return form) to your return package. **Note:** Return shipping cost is at the customer's expense.
- 5. Drop off your package with the delivery service of your choice.

For your protection, return your package with a carrier that offers tracking information and insured shipping. You are responsible for the merchandise and return shipping costs.

Advent Source is not responsible for customer returns that are not received and/or damaged.
 RETURN ADDRESS

# AdventSource

Returns 5120 Prescott Avenue Lincoln, NE 68506

### LIMITATIONS ON RETURNS/EXCHANGES

A 15% restocking fee will be assessed for all merchandise returned/exchanged after 60 days from the date of purchase. Shipping fees are non-refundable. Items not received in brand new condition will be returned at customer's expense. If you choose not to have the items returned to you or they are unclaimed after 30 days they will be donated to world missions when possible.

QUESTIONS?

If you have questions, please call our resource distribution center at 402.486.8800 or email service@adventsource.org.

# 14. Disclaimer of Warranty/Limitation of Liability

Seller undertakes no responsibility for the quality of the Goods or that the Goods will be fit for any particular purpose for which Buyer may be buying the Goods, except as otherwise provided in this Agreement, and Seller disclaims all other warranties and conditions, express or implied. SELLER (INCLUDING ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, DISTRIBUTORS, OR SUBCONTRACTORS, ALL OF WHICH ARE REFERRED TO HEREIN COLLECTIVELY AS THE "SELLER AFFILIATES") SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCE TO BUYER OR ANY OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GOODS OR OTHERWISE, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOSS OF THE GOODS OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE OR REPLACEMENT EQUIPMENT, FACILITIES OR SERVICES, DOWN TIME, BUYER'S TIME, LOST DATA, INJURY TO PROPERTY OR ANY DAMAGES OR SUMS PAID BY BUYER TO THIRD PARTIES, EVEN IF SELLER OR ANY OF THE SELLER AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT. WARRANTY, NEGLIGENCE, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE. IN NO EVENT SHALL SELLER OR ANY SELLER AFFILIATE BE LIABLE TO BUYER OR ANY OTHER PARTY FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS IN EXCESS OF THE NET PURCHASE PRICE OF THE GOODS ACTUALLY DELIVERED TO AND PAID FOR BY BUYER HEREUNDER.

SELLER DISCLAIMS ANY WARRANTIES OF NON-INFRINGEMENT WITH RESPECT TO THE GOODS AND NONE OF SELLER OR ANY SELLER AFFILIATE SHALL HAVE ANY DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS BUYER FROM AND AGAINST ANY OR ALL DAMAGES OR COSTS INCURRED BY BUYER ARISING FROM THE INFRINGEMENT OF PATENTS OR TRADEMARKS OR VIOLATION OF COPYRIGHTS BY ANY OF THE GOODS.

### 15. Force Majeure

Seller shall not be held responsible for any failure of performance to make timely delivery of all or any part of the Goods in the event such failure was due, in whole or in part, to federal, provincial or municipal action, statute, ordinance or regulation, strike or other labor trouble, fire or other damage to or destruction of, in whole or in part, the Goods or the manufacturing facility for the Goods, the lack of or inability to obtain raw materials, labor, fuel, electrical power, water or supplies, or any other cause, act of God, contingency or circumstances not subject to the reasonable control of Seller, which causes delays or hinders the manufacture or delivery of Goods. Seller shall determine in good faith the extent to which it can reasonably control a cause, contingency, or circumstance that affects the performance of its obligations.

# 16. Privacy Policy

Your privacy is very important to us. Accordingly, we have developed this Policy in order for you to understand how we collect, use, communicate and disclose and make use of personal information. The following outlines our privacy policy.

- § Before or at the time of collecting personal information, we will identify the purposes for which information is being collected.
- § We will collect and use of personal information solely wit ht objective of fulfilling those purposes specified by us and for other compatible purposes, unless we obtain the consent of the individual concerned or as required by law.
- § We will only retain personal information as long a necessary for the fulfillment of those purposes.
- § We will collect personal information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual concerned.
- § Personal data should be relevant to the purposes for which it is to be used, and to the extent necessary for those purposes, should be accurate, complete, and up-to-date.
- § We will protect personal information by reasonable security safeguards against loss or theft, as well as unauthorized access, disclosure, copying, use or modification.
- § We will make readily available to customers information about our policies and practices relating to the management of personal information.

We are committed to conducting our business in accordance with these principles in order to ensure that the confidentiality of personal information is protected and maintained.