



OTH Affiliate Terms & Conditions

Please read these Terms and Conditions of Use (the "Agreement") carefully before using this website. This Agreement applies to all OTH websites, including, but not limited to, the following: overthehorizons.net. If you do not agree to the terms and conditions of this Agreement, please do not use any of the OTH WEBSITES. The Over The Horizons Company, a corporation formed under the laws of the State of Missouri, U.S.A. (referred to herein as "OTH," "we," "us" and "our"), reserves the right to change this Agreement, in whole or in part, from time to time at our sole discretion, and to provide you with notice of such change by any reasonable means, including without limitation posting the revised version of this Agreement on the OTH WEBSITES. You can determine when this Agreement was last revised by referring to the "LAST UPDATED" legend at the top of this Agreement. You should always check this Agreement prior to using the OTH WEBSITES.

For purposes of this Agreement, the following terms have the following meanings:

- An "OTH Affiliate" is an individual (a) who has agreed, pursuant to the terms of an OTH Affiliate Sales Contract, to be an OTH Affiliate, (b) who remains an active OTH Affiliate Sales Member in good standing, and (c) whose OTH Affiliate Sales Contract or status as a OTH Affiliate Sales Member has not been terminated.
- "OTH" will be known as Over The Horizons.
- OTH Affiliates are independent sales members, they are NOT employees of Over The Horizons "OTH". All independent sales members are responsible for filing personal income taxes on commissions made as an independent sales member. Please ask a local state tax advisor on how to file. OTH is NOT Responsible for W-2's and Claiming Independent Sales Members Commissions. You will only receive an 1099-NEC.

If you are an OTH Affiliate Sales Member, you acknowledge and agree that your use of the OTH WEBSITES is subject not only to this Agreement, but also to the terms and conditions contained in your OTH Affiliate Sales Contract and the OTH Privacy Statement.

1. Note Regarding OTH Affiliate Sales Member Personalized Sites.

OTH Affiliate Sales Member are independent third party contractors of OTH and are not otherwise affiliated with OTH. OTH is not responsible or liable for the statements, acts or omissions of OTH Affiliate Sales Member, whether through or in connection with the OTH WEBSITES, "offline," or otherwise. Without limiting the foregoing, although OTH enables OTH Affiliate Sales Member to create personalized online sites that contain OTH branding and content and that may share URLs with certain OTH WEBSITES (for example, URLs such as "https://www.[OTHStore].com/?ref=[repname]"), you acknowledge and agree that OTH has no control over, and is not responsible or liable for, any text, images, or other information or materials posted by OTH Affiliate Sales Member to such personalized online sites or any customizations made by OTH Affiliate Sales Member to such personalized online sites (such information, materials, and customizations, the "OTH Affiliate Sales Member Content") or any materials communicated by a OTH Affiliate Sales Member to you. OTH has not taken any steps to confirm the accuracy or reliability of any OTH Affiliate Sales Member Content or other materials communicated by a OTH Affiliate Sales Member to you, and makes no representations or warranties as to the security of any communications between you and any OTH Affiliate Sales Member undertaken using OTH Affiliate Sales Member Content (for example, email links posted by OTH Affiliate Sales Member).

2. Restricted Uses.

The OTH WEBSITES are owned and operated by OTH. The contents of the OTH WEBSITES are copyrighted under United States copyright laws. Except as stated herein, none of the material on the OTH WEBSITES may be copied, reproduced, distributed, republished, uploaded, displayed, posted or transmitted in any way whatsoever. Subject to your compliance with this Agreement, and solely for as long as you are permitted by OTH to access and use the OTH WEBSITES, you may download one (1) copy of any particular materials from the OTH WEBSITES for your own personal, non-commercial use, provided that you agree to abide by any copyright notice or other restrictions contained in or applicable to such materials, including any author attribution, copyright or trademark notice or restriction in any such material that you download. Modification of the materials, or use of the materials for any other purpose, whether commercial or noncommercial, is a violation of OTH copyright and other proprietary rights.

"OTH" and the other OTH trademarks, trade names, service marks and logos appearing on the OTH WEBSITES are proprietary trademarks of OTH or its Licensors. The use of any of our trademarks or any other content made available through the OTH WEBSITES, except as expressly provided in this Agreement, is strictly prohibited.

3. Information Submitted Through the OTH WEBSITES.

Your submission of information through the OTH WEBSITES is governed by OTH Privacy Statement (the "Privacy Statement"). located at <https://othadultshop.com/wp-content/uploads/2026/03/Over-The-Horizons-OTH-Privacy-Policy-1.pdf> This Agreement incorporates by reference the terms and conditions of the Privacy Statement.

By submitting any information or material to the OTH WEBSITES, you represent, warrant and agree that

- any information or material that you provide in connection with your use of the OTH WEBSITES is true, accurate and complete, and that you will maintain and update such information as needed, such that the information remains true, accurate and complete;
- you are at least thirteen (18) years old;
- the use of the information or material that you supply does not violate this Agreement;
- if you have provided contact information, OTH may contact you for your opinions, in connection with Transactions (as defined below) and for other matters related to the operations of OTH.

4. Registration, User Names, and Passwords.

You may be required to register with OTH in order to access certain areas of the OTH WEBSITES, for example, to purchase OTH products or otherwise initiate Transactions (as defined below). With respect to any such registration, we may refuse to grant you, and you may not use, a user name or email address that belongs to or is already being used by another person; that may be construed as impersonating another person; that violates the intellectual property or other rights of any person; that is offensive; or that we reject for any other reason in our sole discretion. You are responsible for maintaining the confidentiality of any password you may use to access the OTH WEBSITES, and you agree not to transfer your password or user name, or lend or otherwise transfer your use of or access to the OTH WEBSITES, to any third party. You are fully responsible for all Transactions (including any information transmitted in connection with any Transactions) and other interactions with the OTH WEBSITES that occur in connection with your user name. You agree to immediately notify OTH of any unauthorized use of your password or user name or any other breach of security related to your account, your user name or the OTH WEBSITES, and to ensure that you "log off" and exit from your account with the OTH WEBSITES (if applicable) at the end of each session. We are not liable for any loss or damage arising from your failure to comply with any of the foregoing obligations.

5. Rules of Conduct.

We expect users of the OTH WEBSITES to respect the law as well as the rights and dignity of others. While using the OTH WEBSITES you agree to comply with all applicable laws, rules and regulations. In addition, your use of the OTH WEBSITES is conditioned on your compliance with the rules of conduct set forth in this section, and failure to comply with these rules of conduct may result in termination of your access to the OTH WEBSITES pursuant to Section 14 below.

You agree not to:

- Post, transmit, or otherwise make available through or in connection with the OTH WEBSITES:
 - Any information or materials that are or may be, or the posting, transmission or use of which is or may be: (a) threatening, harassing, degrading, hateful or intimidating; (b) defamatory or libelous; (c) fraudulent or tortious; or (d) obscene, indecent, pornographic or otherwise objectionable;
 - Any information or material that infringes a third party's copyright, patent, trademark, trade secret or other proprietary rights or right of publicity or privacy;
 - Any information or material that is known by you to be false, inaccurate or misleading;
 - Any information or material for which you were compensated or granted any consideration by any third party;
 - Any information or materials that includes references other websites, addresses, email addresses, contact information or phone numbers;
 - Any material that would give rise to criminal or civil liability; that encourages conduct that constitutes a violation of law; or that encourages or provides instructional information about illegal activities or activities such as "hacking," "cracking," or "phreaking"; any virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file, or program that is harmful or invasive or that may or is intended to damage, hijack, disable, interfere with, or disrupt the operation of, or monitor the use of, any hardware, software or equipment.
 - Any unsolicited or unauthorized advertisements, promotional material, "junk mail," "spam," "chain letter," "pyramid scheme" or investment opportunity, or any other form of solicitation that is not expressly approved by OTH in advance.
 - Any personally identifiable information of another individual, without the prior consent of such individual. Any material, non-public information about a company, without the proper authorization to do so.
- Use the OTH WEBSITES for any fraudulent or unlawful purpose including, but not limited to, any purpose resulting in violations of laws, regulations and orders governing export control, consumer protection, unfair competition, anti-discrimination or false advertising;
- Use the OTH WEBSITES to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others, including without limitation others' privacy rights or rights of publicity, or to harvest or collect information about users of the OTH WEBSITES.
- Impersonate any person or entity, including without limitation any representative of OTH; falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the OTH WEBSITES; or express or imply that we endorse any statement you make.

- Interfere with or disrupt the operation of the OTH WEBSITES or the servers or networks used to make the OTH WEBSITES available; or violate any requirements, procedures, policies or regulations of such networks.
- Restrict or inhibit any other person from using the OTH WEBSITES (including without limitation by hacking or defacing any portion of the OTH WEBSITES).
- Use the OTH WEBSITES to advertise or offer to sell or buy any goods or services for any business purpose, without OTH express prior written consent.
- Reproduce, duplicate, copy, sell, resell, link to or otherwise exploit for any commercial purposes, any portion of, use of, or access to, the OTH WEBSITES.
- Modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the OTH WEBSITES.
- Remove any copyright, trademark or other proprietary rights notice from the OTH WEBSITES or materials originating from the OTH WEBSITES.
- Frame or mirror any part of the OTH WEBSITES.
- Create a database by downloading and storing OTH WEBSITES content.
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, “scrape,” “data mine” or in any way gather OTH WEBSITES content or reproduce or circumvent the navigational structure or presentation of the OTH WEBSITES without OTH express prior written consent.

Additionally, you acknowledge and agree that you (and not OTH) are responsible for obtaining and maintaining all telecommunications, broadband, and computer hardware, equipment, and services needed to access and use the OTH WEBSITES, and for paying all charges related thereto.

6. Ratings, Forums and Submissions.

OTH may offer features through the OTH WEBSITES that enable you to post information and materials publicly, for example, product ratings and reviews, bulletin boards, chat areas, and similar forums (collectively referred to herein as “Ratings and Forums”). All of the rules of conduct described in Section 5 above apply to the Ratings and Forums. Additionally, without OTH express prior written consent, you may not use the Ratings and Forums for any commercial purposes, including the promotion or advertisement of any goods, services or opportunities, and you may not use the Forums to solicit other OTH WEBSITE visitors or users to visit or become members of, subscribe to or register with any commercial online service or other organization.

When you submit or make available any information or materials through the Ratings and Forums or otherwise through any OTH WEBSITE (“Submissions”), you acknowledge and agree that those Submissions will be non-proprietary and non-confidential, may be made available to the general public, and may be used by OTH without restriction. You grant to OTH the worldwide, perpetual, royalty-free, irrevocable, nonexclusive right and license, sublicensable through multiple tiers, without compensation to you, to use, reproduce, distribute (through multiple tiers), adapt (including without limitation edit, modify, translate and reformat), create derivative works of, transmit, publicly display, publicly perform, digitally perform, make, have made, sell, offer for sale and import all Submissions, in any media now known or hereafter developed, for any purpose whatsoever, commercial or otherwise. You represent and warrant that you have all rights necessary for you to grant the licenses granted in this section with respect to each Submission, and that your provision of Submissions through the Ratings and Forums or otherwise through the OTH WEBSITES complies with all applicable laws, rules and regulations. You further irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of materials regarding any Submission that you may have under any applicable law or under any legal theory. This section will survive termination of this Agreement for any reason.

We reserve the right, at our sole discretion, to edit any Submission and to choose to include or not include such Submission in the Ratings and Forums or otherwise in the OTH WEBSITES. The Ratings and Forums include the opinions, statements and other content of third parties, including OTH Affiliate Sales Member. We are not responsible for screening, monitoring or verifying such content, including such content’s accuracy, reliability or compliance with copyright or other laws. Any opinions, statements or other materials made available by third parties (including OTH Affiliate Sales Member) through the Ratings and Forums or otherwise through the OTH WEBSITES are those of such third parties and not of AOTH, and OTH does not endorse any such opinions, statements or materials. We may remove objectionable statements or other content from the OTH WEBSITES at any time if we deem removal to be warranted. Please understand that removal or editing of any Submission or other materials may not occur immediately.

You acknowledge and agree that OTH has no control over, and shall have no liability for any damages resulting from, the use (including without limitation re-publication) or misuse by any third party of information voluntarily made public through the Ratings and Forums or any other part of the OTH WEBSITES. IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE INFORMATION OR OTHER INFORMATION PUBLICLY AVAILABLE THROUGH THE RATINGS AND FORUMS OR OTHERWISE THROUGH THE OTH WEBSITES, YOU DO SO AT YOUR OWN RISK.

7. Sweepstakes, Contests, and Similar Promotions.

Any sweepstakes, contest, or similar promotion made available through any OTH WEBSITE may be governed by specific rules that are separate from this Agreement. By participating in any such sweepstakes, contest, or promotion, OTH will ask you to agree to become subject to those rules, which may vary from the terms and conditions set forth herein. OTH urges you to read the applicable rules which will be linked from the particular activity, and to review the Privacy Statement, which, in addition to this Agreement, will govern any information you submit in connection with such activities.

8. Intended Audience.

OTH controls and operates the OTH WEBSITES from its offices located in the State of Missouri, U.S.A., and the OTH WEBSITES are not intended to subject OTH to the laws or jurisdiction of any state, country or territory other than those of the United States. Unless otherwise specified, materials made available through the OTH WEBSITES are presented solely for the purpose of providing services and promoting products available in the United States. OTH makes no representation or warranty that any OTH WEBSITE, in whole or in part, or any products, services, or materials made available through the OTH WEBSITES, are appropriate or available for use in other locations. Those who choose to access the OTH WEBSITES from other locations do so on their own initiative and at their own risk and are responsible for compliance with local laws, rules and regulations, if and to the extent local laws, rules or regulations are applicable.

9. Links to or From Other Sites.

Except as otherwise expressly stated by OTH on a OTH WEBSITE, OTH is not affiliated or associated with operators of any third party websites that link to or are linked from the OTH WEBSITES. OTH expressly disclaims any responsibility for the accuracy, content, or availability of information found on third party websites that link to or are linked from the OTH WEBSITES. We cannot ensure your satisfaction with any products or services that are available through any third party site that links to or is linked from the OTH WEBSITES because these third party sites are owned and operated by independent entities. We do not endorse any of the products or services, nor have we taken any steps to confirm the accuracy or reliability of any of the information, made available through any third party sites. We make no representations or warranties as to the security of any information (including without limitation credit card and other personal information) that you may provide or be requested to provide to any third party, whether through such a third party site or otherwise.

YOU AGREE THAT YOUR USE OF THIRD PARTY SITES AND RESOURCES AND ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, SERVICES, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH SITES AND RESOURCES IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES.

OTH shall have the right, at any time and at its sole discretion, to block links to the OTH WEBSITES through technological or other means without prior notice.

10. Disclaimer of Warranties.

THE OTH WEBSITES ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. OTH MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY, RELIABILITY, TIMELINESS OR COMPLETENESS OF ANY MATERIAL ON OR ACCESSIBLE THROUGH THE OTH WEBSITES. ANY RELIANCE ON OR USE OF SUCH MATERIALS SHALL BE AT YOUR SOLE RISK. OTH MAKES NO REPRESENTATION OR WARRANTY (A) REGARDING THE STATEMENTS, ACTS OR OMISSIONS OF ANY OTH Affiliate Sales Member; (B) THAT THE OTH WEBSITES WILL BE AVAILABLE ON A TIMELY BASIS, OR THAT ACCESS TO THE OTH WEBSITES WILL BE UNINTERRUPTED, ERROR FREE OR SECURE; (C) THAT DEFECTS OR ERRORS WILL BE CORRECTED; OR (D) THAT THE OTH WEBSITES OR THE SERVERS OR NETWORKS THROUGH WHICH THE OTH WEBSITES ARE MADE AVAILABLE ARE SECURE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

While we try to maintain the integrity and security of the OTH WEBSITES and the servers from which the OTH WEBSITES are operated, the OTH WEBSITES may include inaccuracies, errors and materials that violate or conflict with this Agreement. Additionally, third parties may make unauthorized alterations to the OTH WEBSITES. If you become aware of any unauthorized third party alteration to the OTH WEBSITES, contact us at othlegaldept@oth-corp.com with a description of the material(s) at issue and the URL or location on the applicable OTH WEBSITE where such material(s) appear.

NOTWITHSTANDING THE FOREGOING, THESE DISCLAIMERS HEREIN DO NOT EXCLUDE ANY PRODUCT LIABILITY CLAIMS, STATUTORY CONSUMER RIGHTS, DAMAGES ASSOCIATED WITH PERSONAL INJURY OR RESULTING FROM COMPANY INTENTIONAL MISCONDUCT, RECKLESSNESS, FRAUD, OR GROSS NEGLIGENCE.

11. Limitation of Liability.

IN NO EVENT SHALL OTH, ITS SUBSIDIARIES OR AFFILIATES, OR ANY OF THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS OR AMBASSADORS (THE FOREGOING ENTITIES, COLLECTIVELY, THE "OTH ENTITIES") BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF (A) THIS AGREEMENT, (B) THE OTH WEBSITES, (C) YOUR USE OF OR INABILITY TO USE THE OTH WEBSITES, OR (D) THE ACTS OR OMISSIONS OF OTH Affiliate Sales Member, IN EACH EVENT, EVEN IF OTH OR SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. OTH IS NOT RESPONSIBLE FOR ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR SUBMISSIONS, TRANSMISSIONS OR DATA OR FOR ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED. OTH IS NOT RESPONSIBLE OR LIABLE FOR ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE OR ILLEGAL CONTENT OR CONDUCT OF ANY OTHER PARTY (INCLUDING WITHOUT LIMITATION ANY OTH Affiliate Sales Member), OR ANY INFRINGEMENT BY A THIRD PARTY OF ANOTHER'S INTELLECTUAL PROPERTY, PRIVACY OR OTHER RIGHTS. IN NO EVENT SHALL OTH TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) ARISING FROM OR RELATED TO THIS AGREEMENT, THE

OTH WEBSITES, OR YOUR USE OF OR INABILITY TO USE THE OTH WEBSITES EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR USING OR ACCESSING THE OTH WEBSITES.

NOTWITHSTANDING THE FOREGOING, THESE LIMITATIONS OF LIABILITY HEREIN DO NOT EXCLUDE ANY PRODUCT LIABILITY CLAIMS, STATUTORY CONSUMER RIGHTS, DAMAGES ASSOCIATED WITH PERSONAL INJURY OR RESULTING FROM COMPANY INTENTIONAL MISCONDUCT, RECKLESSNESS, FRAUD, OR GROSS NEGLIGENCE.

12. Indemnification.

You will indemnify and hold the OTH Entities harmless from and against any and all claims, actions, demands, causes of action and other proceedings arising from or related to any of the following (the "Claims"): (a) your misuse of, inability to use, or activities in connection with the OTH WEBSITES; (b) any violation of this Agreement or any other OTH terms, conditions or policies by you or through any account you may have with any OTH WEBSITE; (c) any Transaction; (d) any allegation that any Submission or other materials that you make available through the OTH WEBSITES infringe or otherwise violate the intellectual property, privacy, or other rights of any third party; or (e) your violation of any rights of any OTH WEBSITE visitor, user, or customer, or any other third party; and you agree to reimburse the OTH Entities on demand for any damages, losses, costs, judgments, fees, fines and other expenses they incur (including attorneys' fees and court costs) as a result of any Claim(s). This provision does not require you to indemnify any of the OTH Entities for any unconscionable commercial practice by such party or for such party's fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with any OTH WEBSITE or any content provided hereunder.

13. Termination and Enforcement.

This Agreement is effective until terminated by OTH. You agree that OTH, at its sole discretion, may terminate your access to or use of the OTH WEBSITES, at any time and for any reason, including without limitation if OTH believes that you have violated or acted inconsistently with the letter or spirit of this Agreement (including but not limited to your failure to comply with the rules of conduct set forth in Section 5 above). Upon any such termination, your right to use the OTH WEBSITES will immediately cease. You agree that any termination of your access to or use of the OTH WEBSITES may be effected without prior notice and that OTH may immediately deactivate or delete any user name and/or password used by or provided to you, and all related information and files associated therewith, and/or bar any further access to such information or files. You agree that OTH shall not be liable to you or any third party for any termination of your access to the OTH WEBSITES or to any such information or files, and shall not be required to make such information or files available to you after any such termination. OTH reserves the right to take steps that OTH believes are necessary or appropriate to enforce and/or verify compliance with this Agreement (including without limitation in connection with any legal process relating to your use of the OTH WEBSITES and/or a third party claim that your use of the OTH WEBSITES is unlawful or violates such third party's rights).

14. Claims of Copyright Infringement.

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on a OTH WEBSITE infringe your copyright, you (or your agent) may send OTH a notice requesting that OTH remove the materials or block access to them. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send OTH a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See <http://www.copyright.gov/> for details. Notices and counter-notices should be sent to Over The Horizons Attn: OTH Legal Dept, PO Box 576, Neosho, MO. 64850. We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, please be aware that there are penalties for false claims under the DMCA.

15. Filtering.

Pursuant to 47 U.S.C. Section 230(d), as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available on the following site: <https://www.techradar.com/news/the-best-free-parental-control-software>. Note that OTH does not endorse, support or approve any of the products or services listed at such site.

16. Information or Complaints.

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If you have a question or complaint regarding the OTH WEBSITES, please send an email to othlegaldept@oth-corp.com. You may also contact us by writing to Over The Horizons Attn: OTH Legal Dept, PO Box 576, Neosho, MO. 64850, or by calling us at: 417-312-0777. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834 or by telephone at [\(916\) 445-1254](tel:9164451254) or [\(800\) 952-5210](tel:8009525210).

17. Agreement To Arbitrate Disputes And Choice Of Law.

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

WE BOTH AGREE TO ARBITRATE: You and OTH agree to resolve any claims relating to this Agreement through final and binding arbitration, except that, to the extent you have in any manner violated or threatened to violate OTH intellectual property rights (for example, trademark, trade secret, copyright, or patent rights). Under such circumstances we may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the OTH WEBSITE, or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above.

WHAT IS ARBITRATION: Arbitration is more informal than a lawsuit in court and seeks to resolve disputes more quickly. Instead of a judge or a jury, the case will be decided by a neutral arbitrator who has the power to award the same damages and relief that a court can. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced.

ARBITRATION PROCEDURES: The Federal Arbitration Act governs the interpretation and enforcement of this dispute resolution provision. Any dispute, controversy, or claim arising out of or relating to these Terms shall be referred to and finally determined by arbitration in accordance with the Arbitration Rules and Procedures in front of one arbitrator. If there is a conflict between Arbitration Rules and the rules set forth in this Agreement, the rules set forth in this Agreement will govern.

To initiate arbitration, you or OTH must do the following things:

1. Write a demand for Arbitration. The demand must include a description of the Claim and the amount of damages sought to be recovered.
2. Send three copies of the Demand for Arbitration, plus the appropriate filing fee to your local Arbitration office.
3. Send one copy of the Demand for Arbitration to the other party.

Payment of all filing, administration and arbitrator fees will be governed by the Arbitration Rules. If traveling to Missouri is a burden, you may participate in the arbitration by phone or via document submission to the fullest extent allowable by the arbitrator. Each party will bear their own costs of arbitration unless the arbitrator directs that bearing such costs would be an undue burden and in that case, we will pay for your portion of the arbitration administrative costs (but not your attorneys' fees). Arbitration under this agreement shall be held in the United States in the Newton County under Missouri law without regard to its conflict of laws provisions. The arbitration may award on an individual basis the same damages and relief as a court (including injunctive relief). Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

AUTHORITY OF ARBITRATOR: The arbitrator will decide the rights and liabilities, if any, of you and OTH, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and this Agreement. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and OTH.

NO CLASS ACTIONS: You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed.

WAIVER OF JURY TRIAL: THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and OTH in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND OTH WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING TO ACCEPT THIS AGREEMENT TO ARBITRATE.

OPT-OUT OF AGREEMENT TO ARBITRATE: You can decline this agreement to arbitrate by emailing OTH at othlegaldept@oth-corp.com and providing the requested information as follows: (1) Your Name; (2) the URL of Terms of Use; (3) Your Address; (4) Your Phone Number; (5) and clear statement that you wish to opt out of this arbitration provision in the Terms of Use. The Opt-Out Notice must be emailed no later than 30 days after the date you first accept the Terms of Use by using the website.

Choice of Law/Forum Selection

In any circumstances where the Agreement to Arbitrate Disputes permits the parties to litigate in court, this Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, excluding its conflict of law rules. You further expressly consent and agree to submit to the exclusive jurisdiction and venue of a court of competent jurisdiction located in Newton County, Missouri.

18. Miscellaneous.

- If any provision of this Agreement shall be deemed to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions. This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and

OTH. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. This Agreement, together with all agreements and statements referred to herein and incorporated herein by reference, is the entire agreement between you and OTH relating to the subject matter hereof and, except as otherwise provided herein, supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and OTH relating to such subject matter. Notices to you may be made by posting a notice (or a link to a notice) to any OTH WEBSITE, by email, or by regular mail, at OTH discretion. Without limitation, you agree that 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.

- The sections on Indemnity, Limitation of Liability and Disclaimer of Warranties do not apply to New Jersey residents.

19. Privacy Statement.

Read our [Privacy Statement here](#).

20. OTH Right to Modify the Agreement;

Over The Horizons "OTH" has the right to change this agreement and any other agreements at any time without warning. You will receive copies of any changes by VIA Mail/Email.

21. Likeness;

I authorize OTH to use my name, picture, and/or likeness in advertising or promotional material and waive all claims for remuneration for such use.

22. Cancellation of Membership Policy;

If I choose to cancel my OTH Membership (as outlined in Policy & Procedures), or if it is voluntarily cancelled or involuntarily termination for any reason. I understand that I will permanently lose all rights as a Member. I further understand that I shall not be eligible to sell OTH products and services. I may not assign any rights or delegate any duties under this Agreement without the prior written consent of OTH. Any attempt to transfer or assign this Agreement without the express written consent of OTH renders this Agreement voidable at the option of OTH and may result in termination of my OTH Agreement and Membership. If I choice to cancel my membership at any time, I understand that I will need to contact OTH Support to complete an "Notice Or Right To Cancel" form, this form must be completely filled out and signed and then mailed back to OTH Support. Once OTH Support receives this form, then they will start the Cancellation of your membership. Your membership is not fully canceled until you have receive complete confirmation that your membership has been canceled. An Membership Cancellation can take up to a month to complete. I understand that if I fail to comply with the terms of this agreement, OTH may, at it's discretion impose upon me disciplinary action as set forth in the Policies & Procedures. If I become indebted to OTH for any reason, I authorize OTH to withhold the appropriate amounts to charge my credit cards, or debit my checking accounts, if any, which I have on file with OTH. I understand that the failure to promptly pay for products constitutes a breach of this Agreement. The term of this agreement is set upon your Enrollment Date/Subscription Plan you selected, and, unless termination, is automatically renewable. If I do not wish to renew, OTH must receive written notice at least 31days before the anniversary of the effective date. If that day falls on a weekend, notice must be received by OTH no later than 5:00p..m. CST on the Friday immediately preceding that day. Unless I notify OTH of non-renewal, or my agreement is terminated pursuant to the OTH Polices & Procedures, my agreement will automatically be renewed upon your Enrollment Date/Subscription Plan you selected. My renewal fee will be charged to the bank account or credit card of record up to 5 days prior to the anniversary date. If notice is not given and you are automatically renewed for upon your Enrollment Date/Subscription Plan you selected an you then decide to cancel your membership, the renewal fee will not be refunded.

If an Duplicate Account has been created under the Same Name, we will do either one of the options below...

- We will Keep the Newest one and will Deactivate the Oldest One.
- If there is an order attached to an account, we will keep that account and deactivate/delete the other account.

Deleting/Deactivating an Account;

- If your Account is on pause, we will temporary suspend your Account Access until un-paused.
- If your payment is declined for 2 consecutive months with out payment, we will Deactivate & Delete your account.
- If your account is Deleted you will lose all your benefits and web/site access.
- If cancelled you will have to go thru the enrollment all over again. Pay a New Subscription.
- You can Request to have your account Cancel thru your Members Portal.

Spam Accounts ARE NOT Allowed and Will be Deleted & Blocked From ALL OTH Sites.