

## Terms of Use

Last Revised: May 1, 2014

These Terms of Use shall apply to all websites owned and/or operated by the Sew Essential, LLC, "SEW" including without limitation the website on which these Terms of Use are posted and SEW's parents, subsidiary and/or affiliate entities whether or not referred to directly as SEW or The Sew Essential, LLC maintains this and other websites as a service to its customers. By accessing and/or using the web sites owned, operated and/or maintained by SEW (the "SEW Sites"), you are expressly agreeing to comply with and be bound by the following Terms of Use and SEW's Privacy Policy separately provided, as well as all applicable laws and regulations. **IF YOU DO NOT AGREE WITH THESE TERMS OF USE, YOU ARE NOT AUTHORIZED TO USE THE TA SITES AND MUST NOT ACCESS OR USE THEM.** TA may revise and update these Terms of Use at any time; please periodically review them, because your continued usage of the TA Sites indicates your agreement with any such changes.

You further understand and agree that any updates, enhancements or added features of any SEW Sites or services shall be made part of these Terms of Use. Additionally, certain of the SEW Sites may be subject to registration, processing and handling fees and/or subject to additional terms of use (e.g. eteamz.com). You are responsible for promptly paying those fees to insure your right to access the associated SEW Sites and/or services.

### 1. Copyright.

**Ownership.** All content included on the SEW Sites, such as text, graphics, logos, button icons, images, audio clips and software, as well as the compilation of any of the foregoing (meaning the collection, arrangement and assembly), are the property of SEW or its content suppliers and protected by U.S. and international copyright laws. You acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the SEW Sites or by advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by SEW or such advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the SEW Sites, services, products or software, in whole or in part.

**Permitted Use.** The content and software on the SEW Sites may be used as an information, entertainment, registration and/or shopping resource. In addition, SEW hereby authorizes you to view, copy, download, and print for personal use only any SEW-owned content on the SEW Sites. Such personal use is subject to the following conditions: (i) content may be used only for non-commercial, informational purposes and may not be posted or distributed, (ii) the content may not be modified, and (iii) copyright, trademark and other proprietary notices may not be removed. This permission does not extend to materials owned by SEW licensors. Except as expressly stated in these Terms of Use or as otherwise specifically authorized by SEW, you may not duplicate, download, publish, modify or otherwise distribute (including through the use of frames or deep

links) the material on the SEW Sites. Furthermore, you may not copy, reproduce or distribute the design or layout of the SEW Sites, the SEW logos or other design elements or software. Any use of the SEW Site content not described herein is strictly prohibited. You also shall not (and shall not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the software contained in any SEW Site. You agree not to modify any software for an SEW Site in any manner or form, nor to use modified versions of such software, including (without limitation) for the purpose of obtaining unauthorized access to the SEW Sites. You agree not to access the SEW Sites by any means other than through the interface that is provided and authorized by SEW.

Copyright Complaints. SEW respects the intellectual property of others, and we ask our content partners and SEW members to do the same. If you believe that your copyrighted work has been impermissibly copied or used and is accessible on the SEW Sites in a way that constitutes copyright infringement, you may notify SEW by providing SEW's copyright agent the following information:

1. an electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf.
2. A description of the copyrighted work that you claim has been infringed and a description of the infringing activity.
3. Identification of the location where the original or an authorized copy of the work exists, for example the URL (i.e., web page address) where it is posted or the name of the magazine in which it has been published.
4. Identification of the URL or other specific location of the SEW Sites where the material that you claim is infringing is located, including enough information to allow us to locate the material.
5. Your name, address, telephone number and e-mail address.
6. A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent or the law.
7. A statement by you, made under the penalty of perjury that the above information in your notice is correct and that you are the copyright owner or authorized to act on the copyright owner's behalf. SEW's agent for notice of claims of copyright infringement on the SEW site can be reached as follows: General Counsel, Sew Essential, LLC PO Box 4580, South Colby, WA 98384.

2.

#### Permitted Use of Sew Essential Trademarks

SEW trademarks identify SEW products and services, and let the public know the source of those products and services. You may make comparative or other nominal fair use of our trademarks in advertising and promotional materials, and in referring to our products and services (for example, in a magazine article) without our permission, provided you follow standard trademark usage practices and provide proper attribution to SEW. Other uses require written permission from SEW, and absent such express permission, you agree not to use or display the SEW trademarks in any manner. Please

make such requests by e-mail to Threader@sew-essential.com; we will evaluate your request as soon as possible.

SEW's Trademarks include, without limitation, those published and searchable on the United States Patent and Trademark Office located at <http://www.uspto.gov> at "Search Trademarks" and the Canadian Trademark Office at: [http://strategis.ic.gc.ca/sc\\_mrksv/cipo/welcome/welcom-e.html](http://strategis.ic.gc.ca/sc_mrksv/cipo/welcome/welcom-e.html) at "Search" indicating The SEW Network as the identified owner for conducting such search.

3.

### User Submissions and Content

SEW may provide inter-active areas on the SEW sites, in which users may post communications. You understand that all information (including your member name or user name), data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that you, and not SEW, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the SEW Sites. SEW does not control the Content posted via the SEW Sites and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the SEW Sites, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will SEW be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the SEW Sites. You further understand that the internet has no geographical boundaries, and you therefore agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

SEW does not claim ownership of any Content submitted and/or posted by you on any SEW Site(s). However, by submitting and/or posting any Content to the SEW Sites, you grant SEW a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display the content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed, for the full term of any rights that may exist in such Content. You also permit any subscriber to access, display, view, store and reproduce such content for personal use.

In consideration of being allowed to use the SEW inter-active areas and SEW Sites, you agree not to:

1. impersonate any other person or entity, whether actual or fictitious, including impersonating an employee or consultant of SEW.
2. use an inappropriate member name of any kind.
3. target or harm minors in any way.

4. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the SEW Sites.

5. upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).

6. upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party.

7. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose.

8. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

9. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the SEW Sites are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges.

10. interfere with or disrupt the SEW Sites or servers or networks connected to the SEW Sites, or disobey any requirements, procedures, policies or regulations of networks connected to the SEW Sites.

11. intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law.

12. provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act.

13. upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable.

14. "stalk" or otherwise harass another; and/or

15. collect or store personal data about other users in connection with the prohibited conduct and activities set forth in paragraphs above.

The foregoing actions shall constitute a material breach of these Terms of Use. SEW reserves the right to delete from the SEW Sites any Content, postings or member names that violate the above terms and will cooperate fully with any law enforcement officials and/or agencies in the investigation of any violator or violators, up to and including complete and immediate termination of your registration and/or accounts with SEW. You

acknowledge that SEW may or may not pre-screen Content, but that SEW and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any Content that is available via the SEW Sites. Without limiting the foregoing, SEW and its designees shall have the right to remove any Content that violates these Terms of Use or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by SEW or submitted to SEW, including without limitation information in SEW Message Boards and in all other parts of the SEW Sites.

You acknowledge, consent and agree that SEW may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms of Use; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of SEW, its users and the public.

You understand that the technical processing and transmission of the SEW Sites, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You understand that the SEW Sites and software embodied within the SEW Sites may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by SEW and/or content providers who provide content to the SEW Sites. You may not attempt to override or circumvent any of the usage rules embedded into the SEW Sites. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the SEW Sites, in whole or in part, is strictly prohibited.

Should you choose to submit any ideas, suggestions, documents, and/or proposals (“Submissions”) to SEW through any of its media, you acknowledge and agree that: (i) your Submissions do not contain confidential or proprietary information; (ii) SEW is not under any obligation of confidentiality, express or implied, with respect to the Submissions; (iii) SEW shall be entitled to use or disclose (or choose not to use or disclose) such Submissions for any purpose, in any way, in any media worldwide; (iv) SEW may have something similar to the Submissions already under consideration or in development; (v) your Submissions shall automatically become the property of SEW without any obligation of SEW to you; and (vi) you are not entitled to any compensation or reimbursement of any kind from SEW under any circumstances.

4.

Links; Third Party Services; Promotional Messages

As a convenience to our members, we may provide links to third-party web sites. The linked sites are not under our control, and we make no representations as to the quality,

suitability, functionality or legality of any sites to which we may provide links. You hereby waive any claim you might have against SEW with respect to such sites.

In addition, you may order services or merchandise through the SEW Sites from other persons not affiliated with SEW ("Seller"). For example, you may choose to register for a sporting event and purchase event-related merchandise on the SEW Sites. All matters concerning the merchandise and services desired from a Seller, including but not limited to purchase terms, payment terms, warranties, guarantees, maintenance and delivery, are solely between you and the Seller. SEW makes no warranties or representations whatsoever with regard to any goods or services provided by Sellers. You will not consider SEW, nor will SEW be construed as, a party to such transactions, whether or not SEW may have received some form of revenue or other remuneration in connection with the transaction. You agree that SEW will not be liable for any costs or damages arising out of such transactions, either directly or indirectly.

SEW and/or third parties may, from time to time, send e-mail messages to you containing advertisements, promotions, etc. SEW makes no representation or warranty with respect to the content of any such e-mail messages or any goods or services which may be obtained from such third parties, and you agree that neither SEW nor such third party shall have any liability with respect thereto. You further agree to receive certain periodic communications from SEW such as newsletters, content, messages, and announcements, and that these communications are considered part of your access of the SEW Sites and services and that you may not be able to opt out of receiving such communications in every instance.

5.

#### Registration and Password

You are responsible for maintaining the confidentiality of your login ID and password (your "registration"). You shall be responsible for all uses of your registration, whether or not authorized by you. You agree to immediately notify SEW of any unauthorized use of your registration. You further represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to: (i) provide true, accurate, current and complete information about yourself as submitted to SEW, and (ii) maintain and promptly update your registration information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or SEW has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete. SEW has the right to immediately suspend or terminate your account and refuse any and all current or future use of the SEW Sites or related products and services (or any portion thereof). SEW makes every effort to protect individual privacy and personal information, and is particularly concerned about child privacy. Parents of children under the age of 13 who wish to allow their children access are required to provide their consent for any registration. By creating such a registration involving your child under the age of 13, you certify that you are at least 18 years old or that you are the parent or legal guardian of the child/children listed on the registration. Unless you have notified us otherwise, You also give your child permission to access

many areas of the SEW Sites related to the registration, including email, message boards and other registration related information. Please remember that the SEW Sites and SEW services are intended to apply to a broad audience. Accordingly, as the parent or legal guardian, it is your responsibility to determine whether any of the SEW Sites areas and/or content are appropriate for your child.

Registration data and certain other information about you is subject to SEW's Privacy Policy located at: <http://sew-essential.com/TapestryPrivacy-c.pdf> Through your use of the SEW Sites and related services you consent to the collection and use (as set forth in the Privacy Policy) of certain information about you, including the transfer of this information to the United States and/or other countries for storage, processing and use by SEW and its affiliates.

**Charges and Billing For Certain SEW Sites.** Certain of the SEW Sites, such as eeamz.com, require payment of access fees. By registering for those SEW Sites, you hereby authorize SEW to charge your credit card in advance for all applicable fees incurred by you in connection with your chosen service and registration for your account. You hereby understand and agree that in most cases, SEW will be charging your designated credit card in accordance with the payment schedule of the service for which you have registered, but some service fees may accumulate on your credit card account before they are actually charged to your credit card. You further understand and agree that it is your responsibility to notify SEW of any changes to your credit card or if your credit card has expired otherwise your access to the Service may be disconnected or interrupted. All fees shall be paid in U.S. dollars.

SEW reserves the right to change any fees (which includes but is not limited to, charging a fee for packages, options, upgrades and/or a Service for which SEW does not currently charge a fee) or billing methods at any time, provided, however, that such modifications shall not take effect earlier than thirty (30) days after SEW posts such modification on the applicable SEW Site(s). SEW also has the right to collect applicable taxes and impose premium surcharges for some areas of the Service and these surcharges may apply immediately after you register for the associated service. You may cancel any your Account or any associated optional or upgraded services therefore at any time, but SEW will not refund any remaining portion of your pre-paid fees and you may be charged an additional cancellation fee.

You agree to pay your Account balance on time. You also agree to pay any taxes, including sales or use taxes, resulting from your use of the Service. Amounts not paid by you to SEW when due will be assessed an additional 1.5% (or the highest amount allowed by law, whichever is lower) per month if your payment is more than thirty (30) days past due. That amount is also due immediately. You are responsible and liable for any fees, including attorney and collection fees, that SEW may incur in its efforts to collect any remaining balances due from you. This section titled Charges and Billing For Certain SEW Sites shall in no way limit any other remedies available to SEW. You also understand and agree that you will be billed for and will pay any outstanding balances if you cancel your account or your account is terminated. You must notify SEW of any

billing problems or discrepancies within sixty (60) days after they first appear on your credit card account statement. If you do not notify SEW within sixty (60) days, you waive any right to dispute such problems or discrepancies.

(i) Pricing Information - Current rates for using the Service may be obtained by going to the pricing schedule on the SEW Web Site located at <http://sew-essential.com/Billing%20Policy%20and%20FAQ.pdf> SEW reserves the right to change any fees, pricing or charges or to institute new fees at any time.

#### Disclaimer of Warranties

YOU EXPRESSLY AGREE THAT USE OF SEW IS AT YOUR SOLE RISK. SEW IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SEW AND ITS SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE INFORMATION ON THE SEW SITES OR OTHERWISE BY SEW IS PROVIDED WITH THE UNDERSTANDING THAT NEITHER SEW NOR ITS MEMBERS, WHILE SUCH MEMBERS ARE PARTICIPATING IN SEW, ARE ENGAGED IN RENDERING LEGAL, MEDICAL, COUNSELING OR OTHER PROFESSIONAL SERVICES OR ADVICE. SEW ENCOURAGES YOU TO SEEK APPROPRIATE PROFESSIONAL ADVICE OR CARE FOR ANY SITUATION OR PROBLEM WHICH YOU MAY HAVE. IN PARTICULAR, THE ACTIVITIES AND EXERCISES DESCRIBED IN TRAINING PROGRAMS AND ARTICLES ON SEW CAN BE DANGEROUS AND MAY RESULT IN INJURY OR DEATH. YOU MUST CONSULT WITH A LICENSED PHYSICIAN BEFORE PARTICIPATING IN ANY OF THE ACTIVITIES DESCRIBED ON SEW.

SEW MAKES NO WARRANTY THAT THE SEW SITES' SERVICES WILL BE UNINTERRUPTED, SECURE OR ERROR FREE. SEW DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF ANY INFORMATION IN, OR PROVIDED IN CONNECTION WITH, THE SEW SITES. SEW IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS, OR FOR THE RESULTS OBTAINED FROM THE USE OF SUCH INFORMATION. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SEW SITES IS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR OWN COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

7.

#### Limitation of Liability



SEW, ITS SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SEW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (A) THE USE OR THE INABILITY TO USE THE SEW SITES, PRODUCTS OR SERVICES; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SEW SITES; (C) USE BY YOU OF ANY TRAINING PROGRAM OR ANY OTHER PRODUCT PURCHASED THROUGH SEW; (D) YOUR PARTICIPATION IN ANY PROMOTION OR PROGRAM COORDINATED BY SEW; (E) PERSONAL INJURY NOT CAUSED BY SEW'S GROSS NEGLIGENCE; (F) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (G) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SEW SITES; OR (H) ANY OTHER MATTER RELATING TO THE SEW SITES, OR SEW PRODUCTS OR SERVICES. YOU AGREE THAT SEW'S MAXIMUM LIABILITY TO YOU, FOR ANY REASON OR CAUSE WHATSOEVER, SHALL NOT EXCEED THE TOTAL AMOUNT OF MONIES RECEIVED BY SEW FROM YOU.

8.

#### Indemnification

You agree to defend, indemnify and hold harmless SEW, its subsidiaries, and each of their affiliates, directors, officers, agents, partners, contractors, licensors, licensees and employees or the author of any training program from any claim, demand, loss, liability or expense (including reasonable attorneys' fees), relating to or arising out of: your use of SEW's services; the SEW Sites; any other websites accessed from or affiliated with the SEW Sites; any products purchased off of the SEW Sites or websites available from or related to the SEW Sites; the use by you of any training programs purchased through SEW; your violation of these Terms of Use; content you submit, post, transmit or otherwise make available through the SEW Sites; or any other infringement committed by you, or any other subscriber of your account, of any intellectual property or other right of any person or entity.

9.

#### Termination

SEW reserves the right, in its sole discretion, to immediately and without any prior notice to suspend or terminate (i) these Terms of Use; (ii) your registration with or ability to access the SEW Sites and/or any other service provided to you by SEW upon; (a) any breach by you of these Terms of Use or upon your demonstration of conduct that SEW determines to be inappropriate; (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the SEW Sites and/or SEW services (or any part thereof), (e)

unexpected technical or security issues or problems, (f) extended periods of inactivity, (g) engagement by you in fraudulent or illegal activities, and/or (h) nonpayment of any fees owed by you in connection with the Services. Where your account or registration with SEW is terminated, you may be required to forfeit any credits, pre-paid fees, and any other amounts collected by SEW as part of your use and registration of the SEW Sites. SEW shall not be required to refund, redeem or pay any such amounts to you, and you shall remain liable to SEW for any charges, fees, commitments, and obligations incurred by you prior to such termination. All records, information, messages, content and other information related to your registration and account may also be deleted by SEW in its sole discretion without any notice or liability to you. SEW shall not be liable to you or any third party for any termination of your account, any associated account related or identifying information, or access to the SEW Sites and/or SEW services.

10.

#### Applicable Law; Consent to Jurisdiction

The SEW Sites (excluding linked sites) are controlled by TA from its offices within the State of Washington, United States of America. The SEW Sites can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of Washington, by accessing the SEW Sites both you and SEW agree that the statutes and laws of the State of Washington, without regard to the conflict of laws principles thereof, will apply to all matters relating to use of the SEW Sites.

You agree that exclusive jurisdiction for any dispute with SEW, or in any way relating to your membership or use of SEW, resides in the courts of the State of Washington and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of Washington in connection with any dispute including any claim involving TA or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers. If any provision of these terms shall 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.

11.

#### Miscellaneous

SEW reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, these Terms of Use, the SEW Sites and/or SEW services (or any part thereof) with or without notice. SEW shall not be liable to you or to any third party for any modification, suspension or discontinuance. The failure of either party to insist upon or enforce strict performance by the other party of any provision of the Terms of Use or to exercise any right under the Terms of Use will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance, rather, the same will be and remain in full force and effect. SEW may assign its rights and obligations under these Terms of Use and upon such assignment SEW may be relieved of any further obligation hereunder.

You represent to SEW that you have the authority to register with SEW according to these Terms of Use. The failure of SEW to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect. SEW may provide you with notices, including those regarding changes to these Terms of Use, by email, regular mail or postings on the SEW Sites. Except for certain SEW licensors, or as may be otherwise expressly provided herein, there are no third-party beneficiaries to these Terms of Use.

With your prior approval, SEW reserves the right to charge fees, surcharges and/or membership fees at any time. Please see our Credit Card Payment Policies for additional information.

12.

Contact

Please report any violations of these Terms of Use by contacting Sew Essential, LLC  
Attn: General Counsel PO BOX 4580, South Colby, WA, 98384  
Threader@sew-essential.com