

## **World Market Insiders Website Terms and Conditions**

Effective date: May 31st, 2014

Thank you for visiting the World Market Insiders website (this “website”). This website is owned and operated by Cost Plus, Inc., 200 Fourth Street, Oakland, CA 94607 (“we,” “us,” or “the Company”).

This document (these “Terms and Conditions”) is a legally binding agreement between you (including the organization that you represent, if any) and the Company. When you visit this website you automatically agree to be bound by these Terms and Conditions, which include an agreement to arbitrate all disputes and provisions limiting our liability. If you do not agree with any of these Terms and Conditions, please do not use the website.

If you have any questions you may contact us at 1-877-967-5362.

### **Eligibility**

This website may only be used by individuals and entities who can form legally binding contracts under applicable law. No person under the age of 18 may use this website without the permission and supervision of a parent or legal guardian. Your use of this website will be deemed to be a representation that you are 18 years of age or older or using this website with the permission of your parent or legal guardian.

### **Account Security**

You may create your own account by completing the online registration process on this website. In doing so, you must provide us with accurate and complete registration information, and update it if this information changes. It is particularly important to keep the email address associated with your account current because, although you may be able to log into this website using an old email address, you will not be able to receive messages from us.

Following registration, we will create an account for you and assign you, or allow you to select, a password. You must keep your password confidential. You will be responsible for all use of your password, including, without limitation, any use by any unauthorized third party. You must notify us immediately if you believe your password may have been used by any unauthorized person or entity. For security purposes, we recommend you change your password often. Under no circumstance should you respond to a request for your password. Our employees will never ask for your password. You must notify us immediately if you receive such a request. We reserve the right to suspend or terminate your use of this website if we believe that your password is being used without your permission or otherwise in a manner that may disrupt this website.

### **Privacy**

We value your privacy. You must read our World Market Insiders Privacy Policy (“Privacy Policy”), which details our privacy policy and practices. In addition to these Terms and

Conditions, the Privacy Policy also governs your visit to this website, and by using this website you agree to be bound by the terms of our Privacy Policy.

## **Copyright and Trademarks**

All content of this site, including, but not limited to, artwork, graphics, images, illustrations, photographs, text, video, audio clips, logos, and designs are the intellectual property of the Company, its affiliates, or third parties who have licensed the materials to us. All content is protected by copyright, trademark, trade dress, and other intellectual property laws of the United States and other countries. This website in its entirety, including, without limitation, the design, layout, selection, coordination, and enhancement of the content, is protected by all copyright and applicable trade dress laws. All worldwide right, title, and interest is reserved.

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WORLD MARKET; COST PLUS; COST PLUS WORLD MARKET; COST PLUS WORLD MARKET (AND DESIGN); WORLD MARKET EXPLORER; ONE WORLD, ONE STORE; MERCADO DEL MUNDO; and UNIQUE, AUTHENTIC AND ALWAYS AFFORDABLE; are trademarks of our affiliate, Cost Plus Management Services, Inc., and may not be used by you without our written permission.

## **Intellectual Property Infringement Complaints**

We respect the intellectual property rights of others and expect our users to do the same. We may remove content that, in our sole discretion, appears to infringe the intellectual property rights of others or that is otherwise inappropriate for use on this website. In addition, we will terminate the accounts of users who infringe the intellectual property rights of others. If you believe that a user of this website has infringed your intellectual property rights, please notify the Company’s Intellectual Property Agent, and provide the following information: (a) the physical or electronic signature of the rights owner or a person authorized to act on behalf of the owner; (b) identification of the right claimed to have been infringed; (c) identification of the material that is claimed to be infringing, and information reasonably sufficient to allow us to locate the material, including the URL where the allegedly infringing material appears; (d) your name, address, telephone number and email address; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the rights owner, its agent or the law; and (f) a statement that the information in the notification is accurate and,

under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the right that is allegedly infringed.

Please send your notice to the following address:

Cost Plus, Inc.  
Attn: Intellectual Property Agent  
200 Fourth Street  
Oakland, California 94607  
Phone: 510-893-7300  
Fax: 510-893-3681  
Email: [customercare@worldmarket.com](mailto:customercare@worldmarket.com)

### **Correspondence**

Any comments, suggestions, feedback, ideas, or submissions (“Comments”) sent to the Company shall become and remain our exclusive property. Your submission of such material shall constitute an assignment to us of all worldwide right, title, and interest in and to the materials, including all copyright and other intellectual property rights and a waiver of any claim based on moral rights, unfair competition, breach of implied contract, breach of confidentiality, and any other legal theory relating to submissions. We may use, copy, publish, modify, disclose, and distribute any Comments you send to us, for any purpose whatsoever, without compensating you in any way. Therefore, we recommend that you do not send us any confidential materials or information or anything that you do not wish to unconditionally assign to us. We are and will be under no obligation: (i) to maintain any Comments in confidence; (ii) to pay to you or any third party any compensation for any Comments; or (iii) to respond to any Comments. You are and shall remain solely responsible for the content of any Comments you make. You will take all further acts as we request to effect the intent of this paragraph.

### **Your Content**

By posting, storing or transmitting any content on or to this website, you hereby grant us a perpetual, worldwide, non-exclusive, royalty-free, sublicensable right and license to use, copy, display, perform, create derivative works from, distribute, have distributed, transmit, and sublicense such content in any form, in all media now known or hereinafter created, anywhere in the world. You hereby irrevocably waive any claims based on moral rights and similar theories, if any.

We do not have the ability to control the nature of the content offered through this website posted by third parties. You are solely responsible for your interactions with other users of this website and any content that you post. In particular, please do not post obscene, profane, threatening, or otherwise inappropriate language, including any content that could violate any applicable law or regulation. We will not be liable for any damage or harm resulting from any content or your interactions with other users. We reserve the right, but have no obligation, to

monitor interactions between you and other users of this website and take any other action to restrict access to, or the availability of, any material that we or another user of this website may consider to be obscene, lewd, lascivious, filthy, excessively violent, harassing or otherwise objectionable (including, without limitation, because it violates these Terms and Conditions).

### **Prohibited Conduct**

In your use of this website, you shall not: (i) infringe any patent, trademark, trade secret, copyright, right of publicity or other right of any party; (ii) defame, abuse, harass, stalk any individual, or disrupt or interfere with the security or use of this website or any websites linked to it; (iii) interfere with or damage this website, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial of service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology, or reverse engineering any technology used to provide this website; (iv) attempt to use another user's account, impersonate another person or entity, misrepresent your affiliation with a person or entity, including, without limitation, the Company or create or use a false identity; (v) attempt to obtain unauthorized access to this website or portions of this website that are restricted from general access; (vi) engage, directly or indirectly, in transmission of "spam," chain letters, junk mail or any other type of unsolicited solicitation; (vii) collect, manually or through an automatic process, information about other users without their express consent or other information relating to this website; (viii) use any meta tags or any other "hidden text" utilizing our name, trademarks, or product names; (ix) advertise, offer to sell, or sell any goods or services, except as expressly permitted by the Company; (x) engage in any activity that interferes with any third party's ability to use or enjoy this website; or (xi) assist any third party in engaging in any activity prohibited by these Terms and Conditions.

### **Third-party Services**

Certain third parties provide services on or through this website. We do not warrant the offerings of any of these third parties. We do not assume any responsibility or liability for the actions, product, and content of all these and any other third parties.

### **Links to Other Websites**

This website may contain hyperlinks to outside services and resources which are not owned, operated, or affiliated with the Company, and which the Company does not control. These hyperlinks take the user outside the website and any concerns or issues relating to goods or services offered for sale at such websites, or such websites themselves, should be directed to the particular company or resource that owns and/or operates this website in question. We will have no liability for such third-party sites.

### **DISCLAIMERS, EXCLUSIONS AND LIMITATIONS**

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IN NO EVENT WILL THE TOTAL, AGGREGATE LIABILITY OF THE COMPANY, NOR ANY OF OUR AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, AGENTS, VENDORS, OR SPONSORS, NOR OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS, AND OTHER REPRESENTATIVES ARISING FROM, RELATING TO, OR CONNECTED WITH THIS WEBSITE, OR MATERIALS CONTAINED ON THIS WEBSITE, EXCEED \$100.

CERTAIN STATE LAWS DO NOT PERMIT LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OF LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

### **Statute of Limitations**

You acknowledge and agree that, regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of, relating to, or connected with your use of this

website, must be filed within one calendar year after such claim or cause of action arises, or forever be barred.

### **Force Majeure**

We will not be liable for failing to perform by the occurrence of any event beyond our reasonable control, including, without limitation, a labor disturbance, an Internet outage or interruption of service, a communications outage, failure by a service provider to perform, fire, acts of terrorism, natural disaster or war.

### **Indemnification**

You agree to defend, indemnify, and hold the Company and its affiliates, and their respective shareholders, directors, officers, employees, agents, distributors, and vendors harmless from and against any and all claims, damages, losses, liabilities, costs and expenses, including, without limitation, attorneys' fees, arising from, connected with, or related to: (i) your use of this website; (ii) your alleged breach of these Terms and Conditions; or (iii) any activity related to your account by you or any other person accessing the site using your account.

### **Dispute Resolution**

The terms of this section entitled "Dispute Resolution" will apply to all disputes that may arise out of, are connected with or relate to these Terms and Conditions or this website, subject only to the following two exceptions: (1) if the Company reasonably believes that you have in any manner acted or failed to act in any manner that may cause harm to the Company or any third party, the Company may seek injunctive or other appropriate relief in any court of competent jurisdiction; or (2) any dispute may, at the option of the claiming party, be resolved in small claims court in Alameda County, California, provided that all claims by all parties in the dispute fall within the jurisdiction of the small claims court but subject to the informal resolution below. Furthermore, in no event will the terms of this section limit the Company's ability to investigate complaints or reported violations of these Terms and Conditions or to take any action the Company deems necessary and appropriate to mitigate actions against the Company, including reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties.

Informal Resolution. If you have any dispute with us or any related third party, arising out of, relating to, or connected with the website, you agree to **contact us**; provide a brief, written description of the dispute and your contact information (including your username, if your dispute relates to an account); and give the Company thirty (30) days within which to resolve the dispute to your satisfaction. If the Company does not resolve the dispute through good faith negotiations under this informal process, you may pursue the dispute in accordance with the arbitration agreement below.

Arbitration Agreement. Any claims by the Company, or claims by you that are not resolved by the informal resolution procedure as provided above, arising out of, relating to, or connected

with these Terms and Conditions or this website must be asserted individually in binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes (including utilizing desk, phone or video conference proceedings where appropriate and permitted to mitigate costs of travel). This agreement and each of its parts evidence a transaction involving interstate commerce, and the Federal Arbitration Act (9 USC §1, *et. seq.*) will apply in all cases and govern the interpretation and enforcement of the arbitration rules and arbitration proceedings. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. In addition to and notwithstanding the terms stated above, the following will apply to your disputes: (1) the arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of these Terms and Conditions including any claim that all or any part of these Terms and Conditions is void or voidable; (2) the arbitrator will not have the power to conduct any form of class or collective arbitration nor join or consolidate claims by or for individuals; and (3) you hereby irrevocably waive any right you may have to a court trial (other than small claims court as provided below) or to serve as a representative, as a private attorney general, or in any other representative capacity, or to participate as a member of a class of claimants, in any lawsuit, arbitration or other proceeding against us or related third parties arising out of, relating to, or connected with these Terms and Conditions.

## **Notice**

All notices required by or permitted to be given under these Terms and Conditions will be in writing and delivered to the other party by any of the following methods: (i) hand delivery, (ii) certified U.S. mail, return receipt requested, postage prepaid, (iii) overnight courier, or (iv) electronic mail. If you give notice to the Company, you must use the address shown on this website. If we provide notice to you, we must use the contact information provided by you during the registration process. All notices will be deemed received as follows: (i) if by hand delivery, on the date of delivery, (ii) if delivery by U.S. mail, on the date of receipt appearing on a return receipt card, (iii) if by overnight courier, on the date receipt is confirmed by such courier service, or (iv) if by electronic mail, 24 hours after the message was sent, if no “system error” or other notice of non-delivery is generated. Each party agrees that any notice that it receives from the other party electronically satisfies any legal requirement that such communications be in writing.

## **Modification & Termination**

The Company may, in its sole discretion, change, modify, suspend, make improvements to or discontinue any aspect of this website, temporarily or permanently, at any time without notice to you, and we will not be liable for doing so. If you do not agree with any changes made to this website, you may elect not to use or visit this website.

We reserve the right to immediately terminate your right to use this website at any time and for any reason, with or without notice. Neither the Company nor its affiliates will have any liability for such termination.

If you have an account, you may terminate your account for any reason at any time by providing notice to us of your intention to do so, subject to these Terms and Conditions.

If your account is terminated, the Company may, in its sole discretion, delete any websites, files, graphics or other content or materials relating to your use of this website and we will have no liability to you or any third party for doing so. Following termination, you will not be permitted to use this website. If your account or your access to this website is terminated, the Company reserves the right to exercise whatever means it deems necessary to prevent unauthorized access to this website, including, but not limited to, technological barriers, IP mapping, and direct contact with your Internet Service Provider (ISP). Regardless of whether you have the right to access or use this website or the Services, these Terms and Conditions will survive indefinitely unless and until we choose to terminate them.

### **Miscellaneous**

These Terms and Conditions (including the documents referenced herein) contain the entire understanding between you and us regarding this website, and supersede all prior and contemporaneous agreements and understandings regarding its subject matter. These Terms and Conditions will be binding upon each party and its successors and permitted assigns, and governed by and construed in accordance with the laws of the State of California without reference to conflict of law principles. These Terms and Conditions and all of your rights and obligations under them will not be assignable or transferable by you without the prior written consent of the Company. The Company may freely assign these Terms and Conditions, in whole or in part. No failure or delay by a party in exercising any right, power, or privilege under these Terms and Conditions will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under these Terms and Conditions. The parties are independent contractors, and no agency, partnership, joint venture, and/or employee-employer relationship is intended or created by these Terms and Conditions. The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of any other provision of these Terms and Conditions, all of which will remain in full force and effect. If any term or provision of this agreement is determined by a court or arbitrator of competent jurisdiction to be invalid or unenforceable in whole or in part, that provision shall be construed or limited in such a way as to make it enforceable and consistent with the manifest intentions of the parties. If such construction or limitation is impossible, the unenforceable provision will be stricken, and the remaining provisions of these terms and conditions will remain valid and enforceable.