

The use of this application and/or site or any other site owned or maintained by Crescendo Marketing Group, Inc., a corporation organized and existing under the laws of Texas (“Company”), and is governed by the policies, terms and conditions set forth below. Please read them carefully. Your use of this site signifies your acceptance of the terms and conditions set forth below. Your order placed on this site signifies your acceptance of the terms and conditions set forth below.

1. Privacy & Security; Disclosure

Company’s privacy policy may be viewed at <http://www.livecrescendo.com/privacy>.

Company reserves the right to modify its privacy policy in its reasonable discretion from time to time.

2. Payment Methods

We accept U.S. issued credit and debit cards:

- Visa

- MasterCard

When placing an order online, you will need:

- a. The card's billing address (where the statement is sent).
- b. The card number and expiration date.
- c. The 3 or 4 digit code found only on the card (CVV2 code).

Credit card orders can be placed online over our 128 bit Secure Socket layer encrypted connection.

You are entering into a legally binding agreement with Crescendo Marketing Group, Inc., a Texas Corporation, with its registered office for service of process at 901 Sam Rayburn Highway, Melissa, Texas 75454. Its principal place of business is located at 401 S. 45th Street East, Muskogee, OK 74403.

3. LiveCrescendo.com is the official online store for Crescendo Marketing Group, Inc. and its affiliates. Crescendo has the registered address of:

401 S. 45th Street East

Muskogee, OK 74403

Tel: 918-879-5004

4. Refund Policy.

For 30 days following the placement of your order
You may request a refund of any amounts charged
by contacting customer service at
support@livecrescendo.com.

5. Third Party Interactions

During use of the Company Website, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Website. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third-party. Company shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third party. Company does not endorse any sites on the internet that are linked through its Website. Company provides these links to you only as a matter of convenience, and in no event shall Company be responsible for any content, products, or other materials on or available from such sites. Company provides products to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of ancillary software, hardware or services may require your agreement to additional or different license or other terms prior to your use of or access to such software, hardware or services.

6. Ordering Disclaimer

Your electronic order confirmation, or any form of confirmation, does not signify our acceptance of your order. Company reserves the right to accept or deny shipment to anyone for any reason. Company reserves the right to require additional information before processing any order. If an order appears fraudulent in any way, Company reserves the right to cancel the order, notify the card holder and the proper authorities.

7. Product Disclaimers; Disclaimers of Warranty

COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF ANY INFORMATION ON THIS SITE. COMPANY DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SITE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SITE OR COMPANY'S PRODUCTS WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED

TO YOU STRICTLY ON AN “AS IS” BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY COMPANY.

8. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE 3 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SITE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SITE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SITE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN ANY INFORMATION CONTAINED HEREIN, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied

warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

9. Notice

Company may give notice by means of a general notice on the www.livecrescendo.com Website, electronic mail to your e-mail address on record in Company's account information, or by written communication sent by first class mail or pre-paid post to your address on record in Company's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 24 hours after sending (if sent by e-mail). You may give notice to Company (such notice shall be deemed given when received by Company) at any time by any of the following: letter sent by confirmed facsimile to Company at the following fax numbers (whichever is appropriate): 800-335-2901 letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Company at the following address: 901 Sam Rayburn Highway, Melissa, Texas 75454 in either case, addressed to the attention of: Chief Legal Counsel.

10. Modification to Terms

Company reserves the right to modify the terms and conditions of this Agreement or its policies relating to its products and services at any time, effective upon posting of an updated version of this Agreement on the www.livecrescendo.com Website. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

11. General

With respect to U.S. Customers, this Agreement shall be governed by Texas law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Texas. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and Company as a result of this agreement or use of this Website. The failure of Company to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Company in writing. This Agreement, together with any applicable Form and policies, comprises the entire agreement between you and Company and

supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

12. Definitions

As used in this Agreement and in any Order Forms now or hereafter associated herewith: “Agreement” means these online terms of use, any Order Forms, whether written or submitted online via the www.livecrescendo.com Web Site, and any materials available on the Company Website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by Company from time to time in its sole discretion; “Effective Date” means the earlier of either the date this Agreement is accepted by selecting the “I Accept” option presented on the screen after this Agreement is displayed, the Effective date on the subscription form or the date you begin purchasing products from this site; “Order Form(s)” means the form evidencing your purchase from this site and any subsequent order forms submitted online or in written form, each such Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail); “Company” means collectively Crescendo Marketing Group, Inc., a

corporation organized and existing under the laws of the State of Texas doing business as “Crescendo” and having an office at 41 S. 4th Street Muskogee OK 74403 together with its officers, directors, shareholders, employees, agents and affiliated companies.

13. Questions or Additional Information:

If you have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to support@livecrescendo.com.