

Welcome to Be Ready Earthquake and Survival Products.

Total Satisfaction Guarantee:

Excellent Customer Service – is what we strive for here at Be Ready. Not just in the products we sell but also in getting you the information you need so you can be fully prepared. Please give us a call or email on your question or need and we will help you find a solution.

Terms of Use

Contents

1. Introduction
2. Use of this Site
3. Site Security
4. Order Acceptance
5. Payment & Credit Card Processing
6. Pricing & Content information
7. Quantity Limits
8. Export Policy
9. Copyrights & Trademarks
10. User Review, Feedback, Submissions
11. Colors
12. Indemnification
13. Termination
14. Disclaimer
15. Limitation of Liability
16. Privacy
17. Competitor Comparisons
18. Gift Card Terms & Conditions
19. General
20. DMCA notice
21. Changes to the 2BeReady.com Terms of Use

1: Introduction

Welcome to **2Beready.com**. This Site is provided by **Be Ready Earthquake and Survival Products**, (referred to throughout this Site as "**2BeReady.com**") as a service to our customers. Please review the following basic rules that govern your use of the **2BeReady.com** site. **Please note that your use of the 2BeReady.com, including 2BeReady.com Mobile site (collectively, the "Site") constitutes your unconditional agreement to follow and be bound by these Terms of Use.** Although you may "bookmark" a particular portion of this Site and thereby bypass these Terms of Use, your use of this Site still binds you to these Terms of Use. **2BeReady.com**

reserves the right to update or modify these Terms of Use at any time without prior notice to you. For this reason, we recommend that you review these Terms of Use whenever you use this Site.

2: Use of this Site

By accepting these Terms of Use through your use of the Site, you certify that you are 18 years of age or older. If you are under the age of 18 but at least 13 years of age you may use this Site only under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Use. **2BeReady.com** does not knowingly collect personal information about children under the age of 13 without prior parental consent. Children under the age of 13 may not use this Site other than for browsing, and parents or legal guardians may not agree to these Terms of Use on their behalf. If you are a parent or legal guardian agreeing to these Terms of Use for the benefit of a child between the ages of 13 and 18, be advised that you are fully responsible for his or her use of this Site, including all financial charges and legal liability that he or she may incur.

If you do not agree to (or cannot comply with) any of these terms and conditions, do not use this Site. All billing and registration information provided must be truthful and accurate. Providing any untruthful or inaccurate information constitutes a breach of these Terms of Use. By confirming your purchase at the end of the checkout process, you agree to accept and pay for the item(s) requested.

All materials, including images, text, illustrations, designs, icons, photographs, programs, music clips or downloads, video clips and written and other materials that are part of this Site (collectively, the "Contents") are intended solely for personal, non-commercial use. You may download or copy the Contents and other downloadable materials displayed on the Site for your personal use only. No right, title or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the Contents, the Site or any related software. All software used on this Site is the property of **2BeReady.com** or its suppliers and protected by U.S. and international copyright laws. The Contents and software on this Site may be used only as a shopping resource. Any other use, including the reproduction, modification, distribution, transmission, republication, display, or performance, of the Contents on this Site is strictly prohibited.

Third Party Sites: References on this Site to any names, marks, products or services of third parties, or hypertext links to third party sites or information are provided solely as a convenience to you and do not in any way constitute or imply **2BeReady.com** endorsement, sponsorship or recommendation of the third party, its information, products or services. **2BeReady.com** is not responsible for the practices or policies of such third parties, nor the content of any third party sites, and does not make any representations regarding third party products or services, or the content or accuracy of any material on such third party sites. If you decide to link to any such third party sites, you do so entirely at your own risk.

3: Site Security

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding," "spamming," "mail bombing" or "crashing;" (d) sending unsolicited email, including promotions and/or advertising of products or services; or (e) forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting. Violations of system or network security may result in civil or criminal liability.

2BeReady.com will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this Site. You agree, further, not to use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Site other than the search engine and search agents available from 2BeReady.com on this Site and other than generally available third party web browsers (e.g., Mozilla Firefox, Google Chrome, Netscape Navigator or Microsoft Explorer).

4: Order Acceptance

Please note that there may be certain orders that we are unable to accept and must cancel. We reserve the right, at our sole discretion, to refuse or cancel any order for any reason. Some situations that may result in your order being canceled include limitations on quantities available for purchase, inaccuracies or errors in product or pricing information, or problems identified by our credit and fraud avoidance department. We may also require additional verifications or information before accepting any order. We will contact you if all or any portion of your order is canceled or if additional information is required to accept your order. If your order is canceled after your credit card has been charged, we will issue a credit to your credit card in the amount of the charge.

5: Payment & Credit Card Processing

We reserve the right, at our sole discretion, to process any payment method immediately at the time of order. For your convenience, we may, at our sole discretion, only authorize the full or partial amount of an order and capture the full or partial amount up to 2-business days before the time of shipment. Some situations that may result in the initial credit card authorization expiring before the time of shipment and the credit card information on file failing to process. In this event we will contact you to request additional information required to process and ship your order. If we cannot obtain the necessary information within 10 business days of the initial attempt to capture funds, the order will be canceled and you will be notified.

6: Pricing and Content Information

While 2BeReady.com strives to provide accurate pricing information, pricing, typographical, or photographic errors may occur. 2BeReady.com cannot confirm the price of an item until after you order. In the event that an item is listed at an incorrect price due to an error in pricing, 2BeReady.com shall have the right, at 2BeReady.com's sole discretion, to refuse or cancel any orders placed for that item. In the event that an item is mispriced, 2BeReady.com may, at 2BeReady.com's discretion, either contact you for instructions or cancel your order and notify you of such cancellation.

2BeReady we strive to offer quality products at competitive pricing. Buy with us with total confidence that in the event you find a product at a lower price we will match it on most items. If you find the same product offered at a lower price by a competitor within 20 days of your original order date, we will match the total price or refund the difference!

Merchandise Content: 2BeReady.com attempts to be accurate in its product descriptions. However, 2BeReady.com does not warrant that product descriptions or other Content of this Site is accurate, complete, reliable, current, or error-free. If you find a product is not as described, your sole remedy is to return it in accordance with 2BeReady.com.

Shipping Policy: We strive to stock all items in our inventory, but due to the high volatility of today's market and demand, you will be notified of any items that are not in stock for shipment. Normal processing time is within 24 hours. Delivery is via FedEx and USPS generally 1-5 days depending on your delivery address. Shipping rates are calculated based on the total weight of your order and the dimensions of the shipment.

Street address is required for shipments via FedEx. For Post Office Boxes and military bases we must ship via U.S.P.S and an additional shipping charge may be required. Please allow at least 2-4 weeks for delivery of all U.S.P.s shipments which include but are not limited to HI, AK, Canada, PR, APO's, FPO's and P.O. Boxes. Note: Overweight or oversize items, an additional heavy weight surcharge may have to be added to the shipping price.

Missing Items from order: If an item is missing from an order, you will need to let us know within 7 days of the order delivery. We will ship out the missing items to you at no additional charge.

Return Policy: Our goal at Be Ready is to provide you with the best emergency preparedness supplies in the industry! We work hard to make sure that every order is correct and sent out in a timely manner. If you are not satisfied with your purchase, for any reason, please contact us at customerservice@2beready.com or call 949-291-6715 and we can take care of it!

- **Damaged or Defective Items:** Items that are damaged or defective may be returned within 30 days of the original shipping date and will be fully refunded or replaced absolutely free of charge.
- **Refused or Returned Orders:** Orders that are refused or are undeliverable will be refunded in full minus the cost of shipping to the customer's location. However, you may also be charged a 15% restocking fee.
- **Other Reasons:** If there is another reason that you are dissatisfied with your purchase, please contact us! We'll do what we can to help you.

Follow These Steps to Return an Order:

- **1.** Before returning any items, please call us at 949-291-6715 to get a *Return Authorization Number*. Every order that is returned to us or refused by the customer must have a *Return Authorization Number* to be accepted and processed.
- **2.** For an item to be returned, it must be in the original packaging and in new condition so the product can be restocked. Items not in that condition cannot be returned.
- **3.** Ship the items back to us via FedEx, UPS or U.S. Mail Ground Only. If the item is damaged or defective we cover the costs of returning the items to us and we'll even have FedEx pick the item up from your house if you choose! If the order is returned for any other reason, the customer is responsible to pay the shipping costs.
- **4.** After we receive the returned items at Be Ready Earthquake And Survival, we will then refund your purchase either through your credit card, check, or through store credit for the full amount minus shipping costs (less a possible 15% restocking fee). We'd also be happy to send you a replacement item.

For any questions about our return policy, please contact us at customerservice@2beready.com or by calling 949-291-6715.

Objectionable Content: You understand that by using this Site or any services provided on the Site, you may encounter Content that may be deemed by some to be offensive, indecent, or objectionable, which Content may or may not be identified as such. You agree to use the Site and any service at your sole risk and that 2BeReady.com and its affiliates shall have no liability to you for Content that may be deemed offensive, indecent, or objectionable.

Ingredients & Nutritional Content: All content, including, but not limited to, nutrition facts, ingredients, recipe and health information provided on any part of this Site is for educational purposes only. Such content is intended to supplement, not substitute for, the diagnosis, treatment and advice of a medical professional. Such content does not cover all possible side effects of any new or different health program. Consult your medical professional for guidance before changing or undertaking a new diet or exercise program. Advance consultation with your physician is particularly important if you are under eighteen (18) years old, pregnant, nursing, or have health problems.

7: Quantity Limits & Dealer Sales:

2BeReady.com reserves the right, at our sole discretion, to limit the quantity of items purchased per person, per household or per order. These restrictions may be applicable to orders placed by the same account, the same credit card, and also to orders that use the same billing and/or shipping address. We will provide notification to the customer should such limits be applied. 2BeReady.com also reserves the right, at our sole discretion, to prohibit sales to dealers or resellers. For purposes of these Terms of Use, reselling shall be defined as purchasing or intending to purchase any product(s) from 2BeReady.com for the purpose of engaging in a commercial sale of that same product(s) with a third party.

8: Export Policy:

You acknowledge that the purchased goods licensed or sold on the Site are subject to the customs and export control laws and regulations of the United States of America and may also be subject to the customs and export laws and regulations of the country in which the products are manufactured and/or received. By purchasing from the Site, you agree to abide by the applicable laws, rules and regulations - including, but not limited to the Export

Administration Act and the Arms Export Control Act - and you represent and warrant that you will not transfer the purchased goods to a foreign national or a foreign destination in violation of the law.

9: Copyrights & Trademarks:

Unless otherwise noted, all Contents are copyrights, trademarks, trade dress and/or other intellectual property owned, controlled or licensed by 2BeReady.com, one of its affiliates or by third parties who have licensed their materials to 2BeReady.com and are protected by U.S. and international copyright laws. The compilation (meaning the collection, arrangement, and assembly) of all Contents on this Site is the exclusive property of 2BeReady.com and is also protected by U.S. and international copyright laws.

2BeReady.com and its suppliers and licensors expressly reserve all intellectual property rights in all text, programs, products, processes, technology, content and other materials which appear on this Site. Access to this Site does not confer and shall not be considered as conferring upon anyone any license under any of 2BeReady.com's or any third party's intellectual property rights.

The 2BeReady.com names and logos and all related product and service names, design marks and slogans are the trademarks or service marks of The Ready Store Stores, Inc. All other marks are the property of their respective companies. No trademark or service mark license is granted in connection with the materials contained on this Site. Access to this Site does not authorize anyone to use any name, logo or mark in any manner.

10: User Reviews, Feedback, Submissions:

For all reviews, comments, feedback, postcards, suggestions, ideas, and other submissions disclosed, submitted or offered to 2BeReady.com on or through this Site, by e-mail or telephone, or otherwise disclosed, submitted or offered in connection with your use of this Site (collectively, the "Comments") you grant 2BeReady.com a royalty-free, irrevocable, transferable right and license to use the Comments however 2BeReady.com desires, including without limitation, to copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from and/or sell and/or distribute such Comments and/or incorporate such Comments into any form, medium or technology throughout the world.

2BeReady.com will be entitled to use, reproduce, disclose, modify, adapt, create derivative works from, publish, display and distribute any Comments you submit for any purpose whatsoever, without restriction and without compensating you in any way. 2BeReady.com is and shall be under no obligation (1) to maintain any Comments in confidence; (2) to pay to user any compensation for any Comments; or (3) to respond to any user Comments. You agree that any Comments submitted by you to the Site will not violate the terms in this Terms of Use or any right of any third party, including without limitation, copyright, trademark, privacy or other personal or proprietary right(s), and will not cause injury to any person or entity. You further agree that no Comments submitted by you to the Site will be or contain libelous or otherwise unlawful, threatening, abusive or obscene material, or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam".

2BeReady.com regularly reviews posted Comments and reserves the right (but not the obligation) to monitor and edit or remove any Comments submitted to the Site. You grant 2BeReady.com the right to use the name that you submit in connection with any Comments. You agree not to use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of any Comments you submit. You are and shall remain solely responsible for the content of any Comments you make and you agree to indemnify 2BeReady.com and its affiliates for all claims resulting from any Comments you submit. 2BeReady.com and its affiliates take no responsibility and assume no liability for any Comments submitted by you or any third party.

11: Colors:

We have made significant efforts to accurately display the colors of our products that appear on the Site. However, as the actual colors you see will depend on your monitor, we cannot guarantee that your monitor's display of any color will be accurate.

12: Indemnification:

You agree to defend, indemnify and hold harmless 2BeReady.com and its affiliates from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the Site or any breach by you of these Terms of Use.

13: Termination:

These Terms of Use are effective unless and until terminated by either you or 2BeReady.com. You may terminate these Terms of Use at any time, provided that you discontinue any further use of this Site. 2BeReady.com also may terminate these Terms of Use at any time and may do so immediately without notice, and accordingly deny you access to the Site, if in 2BeReady.com's sole discretion you fail to comply with any term or provision of these Terms of Use. Upon any termination of these Terms of Use by either you or 2BeReady.com, you must promptly destroy all materials downloaded or otherwise obtained from this Site, as well as all copies of such materials, whether made under the Terms of Use or otherwise. The following sections shall survive any termination of these Terms of Use: "Comments," "Site Security," "Pricing & Content Information," "Quantity Limits & Dealer Sales," "Export Policy," "Copyrights & Trademarks," "User Reviews, Feedback and Submissions," "Indemnification," "Termination," "Disclaimer," "Limitation of Liability," "Privacy," and "General."

14: Disclaimer:

THIS SITE IS PROVIDED BY 2BEREADY.COM ON AN "AS IS" AND "AS AVAILABLE" BASIS. 2BEREADY.COM MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THIS SITE. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, 2BEREADY.COM DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, 2BEREADY.COM DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, FOR ANY MERCHANDISE OFFERED ON THIS SITE. YOU ACKNOWLEDGE, BY YOUR USE OF THE 2BEREADY.COM WEB SITE, THAT YOU'RE USE OF THE SITE IS AT YOUR SOLE RISK. THIS DISCLAIMER DOES NOT APPLY TO ANY PRODUCT WARRANTY OFFERED BY THE MANUFACTURER OF THE ITEM. THIS DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THESE TERMS OF USE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU. **MERCHANDISE CONTENT DISCLAIMER:** PRODUCT INFORMATION ACCESSED THROUGH THIS WEBSITE IS OBTAINED FROM CLAIMS MADE BY THE PRODUCT'S MANUFACTURER. PLEASE NOTE THAT, ON OCCASION MANUFACTURERS MAY ALTER THEIR LABELS SO ACTUAL PRODUCT PACKAGING AND MATERIALS MAY CONTAIN DIFFERENT INFORMATION THAN THAT SHOWN ON OUR WEB SITE, THUS WE CANNOT GUARANTEE OR ENSURE THE ACCURACY, COMPLETENESS OR TIMELINESS OF ANY PRODUCT INFORMATION. WE RECOMMEND THAT YOU DO NOT SOLELY RELY ON THE INFORMATION PRESENTED AND THAT YOU ALWAYS READ LABELS, WARNINGS, AND DIRECTIONS BEFORE USING OR CONSUMING A PRODUCT. FOR ADDITIONAL INFORMATION ABOUT A PRODUCT, PLEASE CONTACT THE MANUFACTURER. 2BEREADY.COM ASSUMES NO LIABILITY FOR INACCURACIES OR MISSTATEMENTS ABOUT PRODUCTS. CUSTOMER REVIEWS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. CUSTOMER REVIEWS REFLECT THE INDIVIDUAL REVIEWER'S RESULTS AND EXPERIENCES ONLY AND ARE NOT VERIFIED OR ENDORSED BY 2BEREADY.COM.

Ingredients & Nutritional Content: 2BEREADY.COM AND ITS AFFILIATES DO NOT SPONSOR, RECOMMEND OR ENDORSE ANY THIRD PARTY, PRODUCT, SERVICE OR INFORMATION PROVIDED ON THIS SITE. ALL CONTENT, INCLUDING, BUT NOT LIMITED TO, NUTRITION FACTS, INGREDIENTS, RECIPE AND HEALTH INFORMATION IS FOR EDUCATIONAL PURPOSES ONLY. SUCH CONTENT IS INTENDED TO SUPPLEMENT, NOT SUBSTITUTE FOR, THE DIAGNOSIS, TREATMENT AND ADVICE OF A MEDICAL PROFESSIONAL. SUCH CONTENT DOES NOT COVER ALL POSSIBLE SIDE EFFECTS OF ANY NEW OR DIFFERENT HEALTH PROGRAM. CONSULT YOUR MEDICAL PROFESSIONAL FOR GUIDANCE BEFORE CHANGING OR UNDERTAKING A NEW DIET OR EXERCISE PROGRAM. ADVANCE CONSULTATION WITH YOUR PHYSICIAN IS PARTICULARLY IMPORTANT IF YOU ARE UNDER EIGHTEEN (18) YEARS OLD, PREGNANT, NURSING, OR HAVE HEALTH PROBLEMS.

15: Limitation of Liability:

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, SHALL 2BEREADY.COM OR ANY OF ITS AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, VENDORS OR SUPPLIERS BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE 2BEREADY.COM WEB SITE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF AN AUTHORIZED REPRESENTATIVE OF 2BEREADY.COM HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN

NO EVENT WILL 2BEREADY.COM BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF THE SITE DURING THE SIX MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

16: Privacy:

You acknowledge that any personal information that you provide through this Site will be used by 2BeReady.com in accordance with 2BeReady.com's. Be Ready appreciates your confidence in us as an e-commerce destination. In attempt to ensure your confidentiality and privacy, we have developed controls to keep your information from outside parties. Security encryption of your information using the latest in technology is utilized to help keep your information anonymous and confidential. This privacy policy covers all information collected on www.the2BeReady.com.

Information Sharing and Disclosure

We DO NOT EVER sell, distribute, or otherwise share any of your personally identifiable information with ANYONE, only third-party vendors solely for the administrative purpose of completing transactions you have requested. None of the parents, subsidiaries, or third-party vendors will EVER sell, distribute, or otherwise share any of your personally identifiable information with ANYONE.

We do utilize third party analytics platforms in which we share non-personally identifiable information in aggregate for the purpose of remarketing, display network impression reporting, & demographics & interest reporting. We will not merge personally-identifiable information with non-personally identifiable information previously collected from Display Advertising features based on the third-party cookie without first noticing you requesting your permission. You may opt-out of Google Analytics for Display Advertising and customize your Google Display Network ads using Google's [Ads Settings](#) for your Google account.

Testimonials

Testimonials are posted on our site. We obtain permission from the individual or company prior to posting their testimonial. If you would like a testimonial removed at any time please contact us

17: Competitor Comparisons:

Any comparison with competing brands on www.2BeReady.com is for your convenience in comparing attributes of competitors' products to products marketed and sold by 2BeReady.com. It is NOT intended nor did to be construed as a recommendation nor endorsement by any competing brands mention. 2BeReady.com has taken all reasonable care in compiling the information and endeavors to keep the information up-to-date and correct, but the information may change periodically without notice based upon changes in prices, current promotions, changes to product content, or other aspects not under the control of TheReadyStor.com. 2BeReady.com makes no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability of the information with respect to the information, products, services, or related graphics contained in any competitor comparison. Any reliance you place on such information is therefore strictly at your own risk.

18: Gift Card Terms & Conditions:

You acknowledge that any use of a gift card through this Site will be in accordance with 2BeReady.com.

19: General:

These Terms of Use represent the complete agreement between the parties and supersede all prior agreements and representations between them. Headings used in these Terms of Use are for reference purposes only and in no way define or limit the scope of the section. If any provision of these Terms of Use is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the other terms of these Terms of Use shall remain in full force and effect. The failure of 2BeReady.com to act with respect to a breach of these Terms of Use by you or others does not constitute a waiver and shall not limit 2BeReady.com's rights with respect to such breach or any subsequent breaches. These Terms of Use shall be governed by and construed under California law without regard to conflicts of law provisions. Any action or proceeding arising out of or related to these Terms of Use or your use of this Site must be brought in the state or federal courts of California and you consent to the exclusive personal jurisdiction of such courts.

20: DMCA Notice:

Investigate notices of alleged infringement by third parties and will take appropriate actions under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) (the "DMCA"), where applicable.

Pursuant to the DMCA, notifications of claimed copyright infringement by third parties should be sent to 2BeReady.com's Designated Agent. If you believe that your copyrighted work has been infringed under U.S. copyright law and is accessible on this Site, please notify us by contacting our Designated Agent. Even if you believe that the alleged infringing work was not posted by a third party, please send all notifications of claimed copyright infringement to 2BeReady.com's Designated Agent listed below.

To be effective under the DMCA, notification of claims of copyright infringement by third parties must be a written communication to 2BeReady.com's Designated Agent that includes the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit 2BeReady.com to locate the material;
4. Information reasonably sufficient to permit 2BeReady.com to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. 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 copyright owner, its agent, or the law; and
6. 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 an exclusive right that is allegedly infringed.

2BeReady.com's Designated Agent for notice of claims of copyright infringement can be reached as follows:

By mail:

Susan Trant
P.O. Box 96
San Juan Capistrano, CA
92693

By e-mail:

Customerservice@2beready.com

This contact information is only for reporting claims of copyright infringement. Contact information for other matters is provided elsewhere on this Site.

Upon receipt of a valid notification of alleged copyright infringement by a third party, 2BeReady.com shall remove or disable access to the material identified in the notice, forward the written notification to the alleged infringer, and take reasonable efforts to notify the alleged infringer that it has removed or disabled access to this material.

You should be aware that, under the DMCA, claimants who make misrepresentations concerning copyright infringement may be liable for any damages, including costs and attorneys' fees, incurred by the alleged infringer or by 2BeReady.com, if injured by relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

If a notice of copyright infringement has been filed against you, you may file a counter notification with the Designated Agent at the address listed above.

To be effective, a counter notification must be a written communication provided to the 2BeReady.com's Designated Agent that includes the following:

1. A physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
4. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located and that you will accept service of process from the complainant who provided the original notification or an agent of such person or entity.

If 2BeReady.com receives a valid counter notification, it shall provide the complainant with a copy of the counter notification, inform the complainant that it will replace the removed material or cease disabling access to it in 10 to 14 days from receipt of the counter notification, and replace the removed material or cease disabling access to it in 10 to 14 business days, provided that 2BeReady.com has not received notice from the complainant that an action has been filed seeking a court order to restrain the alleged infringer from engaging in infringing activity relating to the material on 2BeReady.com's system.

You should be aware that the DMCA provides substantial penalties for a false counter notice filed in response to a notice of copyright infringement. Claimants who make misrepresentations in their the counter notification statement may be liable for any damages, including costs and attorneys' fees, incurred by any copyright owner or copyright owner's authorized licensee, or by 2BeReady.com, if injured by relying upon such misrepresentation in replacing the removed material or ceasing to disable access to it.

2014 Be Ready Earthquake and Survival Products. All Rights Reserved

21: Changes to the 2BeReady.com Terms of Use

The Terms of Use was last updated on 1/18/15 Please check our Terms of Use periodically for changes.
