



APPENDIX G – WEBSITE TERMS OF USE

eXfuze, LLC (hereafter "the Company") maintains this website (hereafter "Site") for your personal information, education and communication. Please feel free to browse the Site, but please read these terms of use (hereafter "Terms of Use") before doing so.

BY USING AND/OR ACCESSING ANY PART OF THE SITE, YOU ARE UNCONDITIONALLY CONSENTING TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, THEN PLEASE DO NOT USE THE SITE.

References in these Terms of Use to "you" or "your" refer to you, the person requesting access to and use of the Site.

1. THE PRODUCTS ON THE SITE ARE NOT INTENDED TO DIAGNOSE, TREAT, CURE, OR PREVENT ANY DISEASE. INFORMATION AND STATEMENTS REGARDING DIETARY SUPPLEMENTS HAVE NOT BEEN EVALUATED BY THE FOOD AND DRUG ADMINISTRATION AND ARE NOT INTENDED TO DIAGNOSE, TREAT, CURE OR PREVENT ANY DISEASE. INFORMATION ON THE SITE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT MEANT TO SUBSTITUTE FOR THE ADVICE PROVIDED BY YOUR OWN PHYSICIAN OR OTHER MEDICAL PROFESSIONAL. YOU SHOULD NOT USE THE INFORMATION CONTAINED HEREIN FOR DIAGNOSING OR TREATING A HEALTH PROBLEM OR DISEASE, OR PRESCRIBING ANY MEDICATION. YOU SHOULD READ CAREFULLY ALL PRODUCT PACKAGING. IF YOU HAVE OR SUSPECT THAT YOU HAVE A MEDICAL PROBLEM, PROMPTLY CONTACT YOUR HEALTH CARE PROVIDER.

2. The trademark eXfuze® and the other trademarks displayed on the Site are registered and unregistered trademarks of the Company. Nothing contained on the Site should be construed as granting, by implication, estoppels or otherwise, any license or right to use any trademark displayed on the Site, or any license or right to use any other trademark owned by any other third party. In the event that you misuse any trademark in violation of these Terms of Use, the Company will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution.

3. You should assume that all content, materials, designs, text and images (collectively, the "Materials") contained on the Site are copyrighted and may not be used except as provided in these Terms of Use. You may download one copy of the Materials to one computer for your personal and non-commercial home use provided you do not change any copyright, trademark, or other proprietary notice. If you modify or use the Materials for any other purpose, you will be violating the intellectual property rights of the Company. The Company neither warrants nor represents that your use of the Materials will not infringe rights of third parties not affiliated with the Company. Any unauthorized use of the Materials is strictly prohibited and is a violation of the rights of the Company and/or third parties, including, without limitation, under copyright laws, trademark laws, the laws of privacy and publicity.

4. The Site may provide you with an opportunity to communicate with us. Please be aware that any communication, whether it be suggestions, ideas, graphics, or other material, to the Company through the Site or otherwise will be treated as non-confidential and non-proprietary. Anything you submit, transmit, or post becomes the property of the Company and the Company is free to use any ideas, concepts, suggestions, graphics, photography, or know-how contained in any communication for any purpose whatsoever, whether commercial or noncommercial, without payment of any compensation to you.

5. While the Company uses reasonable efforts to include accurate and up to date information in the Site, we make no warranties or representations as to the accuracy, correctness, reliability or otherwise with respect to such information, and assume no liability or responsibility for any omissions or errors (including, without limitation, typographical errors and technical errors) in the content of the Site.



6. Information in the Site is subject to change without notice. In addition, the Company may make changes to the products described in the Site and prices for such products at any time without notice. Information regarding the Company's products and services is applicable only in the United States unless otherwise noted. Some products and services may not be available in certain areas. The Company makes no representation that the Materials included in the Site are appropriate or available for use in countries other than the United States. Those who do access the Site from other countries are solely responsible for compliance with local laws of that country.

7. Use of and browsing in the Site is done at your own risk. NEITHER THE COMPANY NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SITE SHALL BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER, ARISING OUT OF YOUR ACCESS TO, OR USE OF, OR BROWSING THE SITE, OR DOWNLOADING OF ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO OR AUDIO FROM THE SITE, INCLUDING, WITHOUT LIMITATION, DAMAGE TO, OR VIRUSES THAT MAY INFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY AS A RESULT THEREOF. The foregoing limitation of liability shall apply to the maximum extent permitted by law. Without limiting the foregoing, everything on the Site is provided to you "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE COMPANY HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. The Company does not represent or warrant that your use of the Site will be uninterrupted, error free, secure, free of viruses or other harmful components, or that any content is accurate or correct. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

8. This Site may link to other sites not maintained by or related to the Company. Such hyperlinks are provided as a service to users and are not sponsored by, endorsed or otherwise affiliated with this Site or with the products and services of the Company. The Company has not reviewed all of the sites linked to the Site and is not responsible for the content of any other site. Viewing all other sites is at your own risk. Unless expressly stated, the Company does not endorse any products or services offered by any company or person linked to its Site. You may not create a link to the Site without first obtaining the Company's written permission.

9. In the event that the Company may, from time to time, allow for discussions, chats, postings, transmissions, bulletin board and the like on the Site, the Company is under no obligation to monitor or review such transmitted information and assumes no responsibility or liability arising from the content of any such transmissions nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger or inaccuracy of any such information. You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability or otherwise violate any law. The Company will fully cooperate with any law enforcement authorities or court order requesting or directing the Company to disclose the identity of anyone posting any such information or materials.

10. As a condition of your use of the Site, you represent and warrant to the Company that you will not use the Site or any Materials for any purpose that is unlawful or prohibited by these Terms of Use. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any Materials or information through any means not intentionally made available or provided for through the Site. It is up to you to take precautions to ensure that whatever Materials you select for your use is free of such items as viruses, worms, trojan horses and other items of a destructive nature.

11. Information we obtain about you is subject to our Privacy Policy. For more information, see our full Privacy Policy at www.exfuze.com. You understand that through your use of the Site you consent to the collection and use of this information as set forth in our Privacy Policy.

12. This Site is controlled by the Company from its offices in the state of Florida, United States of America. The Company makes no representation that all of the contents of the Site are appropriate or available for use in other locations, and



access to the Site is prohibited from locations where some or all of the content is illegal. If you choose to access this Site from other locations, you do so at your own initiative and you are responsible for compliance with applicable local laws. You may not use or export any contents of the Site in violation of U.S. export laws and regulations. Any claim relating to the Site content shall be governed by the internal substantive laws of the State of Florida without regard to its conflict of law principles. You agree and hereby submit to the exclusive personal jurisdiction and venue of the Federal and State Courts located in Palm Beach County, Florida USA. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms of Use, including, without limitation, this paragraph. Any failure by the Company to enforce any of its right under these Terms of Use or under applicable law shall not constitute a waiver of such rights.

13. If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provisions will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Use shall continue in effect.

14. The Company may, at any time and from time to time, revise these Terms of Use by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the then-current Terms of Use. Certain provisions of these Terms of Use may be superseded by expressly designated legal notices or terms located on particular pages of the Site.

15. These Terms of Use set forth the entire understanding and agreement between you and the Company with respect to the Site. You acknowledge that any other agreements between you and the Company with respect to the Site are superseded and of no force or effect.