



## TERMS OF USE ("AGREEMENT")

### ACCEPTANCE OF TERMS THROUGH USE

By using this site ("Site") or by clicking "I agree" to this Agreement, you ("User") signify your agreement to these terms and conditions. If you do not agree to this Agreement, please do not use this Site and do not click "I agree". Please check this Agreement periodically for changes as we, Skinny Joe Co. LLC, owner of this Site ("Company") reserves the right to revise this Agreement. In the event of a change to this Agreement, your continued use of this Site following the posting of any changes constitutes acceptance of such changes. The Company reserves the right to terminate a User's use of this Site at any time without notice and may do so for any breach of this Agreement.

### YOU MUST BE 18 OR OLDER TO AGREE TO THIS AGREEMENT AND USE THIS SITE

This Agreement must be completed, understood and agreed to by a person over 18. If a parent or guardian wishes to permit a person under 18 to access this Site, he or she should email the Company with his or her explicit permission and acceptance of full legal responsibility. If you are not yet 18 or are accessing this Site from any country where this material is prohibited, please exit now as you do not have proper authorization.

### LICENSE TO USE THIS SITE

Upon your agreement, Company hereby grants you a non-exclusive, non-transferable limited license to use this Site in strict accordance with the terms and conditions in this Agreement. You agree not to make any false or fraudulent statements as you use this Site. You acknowledge and agree that all content and services available on this Site are property of the Company and are protected by copyrights, trademarks, service marks, patents, trade secrets, and other proprietary rights and laws, in the U.S. and internationally. All rights not expressly granted herein are fully reserved by the Company, its advertisers and licensors. You agree to pay for any and all purchases and services using your name and credit card through this Site, not to challenge any such charges and to pay for all collections and/or attorney's fees resulting from any non-payment.

### LICENSE RESTRICTIONS

#### Use

Except as may be explicitly permitted, you agree not to save, download, cut and paste, sell, license, rent, lease, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from materials from this Site. Systematic retrieval of data or other content from this Site to create or compile, directly or indirectly, a collection, database or directory without written permission from the Company is prohibited. In addition, use of the content or materials for any purpose not expressly permitted in this Agreement is prohibited.

#### Security

You agree that if you are issued a Username and Password by the Company, you shall use your best efforts to prevent access to this Site through your Username and Password by anyone other than yourself, including but not limited to, keeping such information strictly confidential, notifying the Company immediately if you discover loss or access to such information by an unauthorized party and by using a secure Username and Password not easily guessed by a third party.

You agree that you shall not try to reverse assemble, reverse compile, decompile, disassemble, translate or otherwise alter any executable code, contents or materials on or received via this Site. You understand that such actions are likely to subject you to serious civil and criminal legal penalties and that the Company shall pursue such penalties to the full extent of the law to protect its rights and the rights of its other licensors.

#### Export

You agree that you shall comply with all applicable export and import control laws and regulations in your use of this Site, or materials or services received through this Site, and, in particular, you shall not export or re-export anything on or received through this Site in violation of local or foreign export laws and/or without all required U.S. and foreign government licenses.

#### Government Use

If you are a branch or agency of the U.S. Government, the following provision applies. This Site, code, contents, services and accompanying documentation are comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are provided to the Government (i) for acquisitions by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisitions by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 (JUN 1995) and 227.7202-3 (JUN 1995). Unpublished rights reserved under the copyright laws of the United States.

#### Errors and Corrections

While we use reasonable efforts to include accurate and current information on our Site, we do not warrant or represent that the Site will be error-free. Data entry errors or other technical problems may sometimes result in inaccurate information being shown. We reserve the right to correct any inaccuracies or typographical errors on our Site, including pricing and availability of products and services, and shall have no liability for such errors. We may also make improvements and/or changes to the Site's features, functionality, or content at any time. If you see any information or description you believe to be incorrect, please contact us and we'll verify it for you.

## LINKS TO OTHER WEBSITES

Our Site contains links to other websites for your information and convenience, or to provide additional shopping for various other goods and services through our Merchant and Services Partners. These third-party websites are responsible for, and undertake to maintain, their own site terms of use. We suggest that you carefully review the terms of use of each site you choose to access from our Site.

## USER'S LICENSE GRANT TO SITE

Except with regard to personal information, all information which you post on this Site or communicate to the Company through this Site (collectively "Submissions") shall forever be the property of the Company. The Company shall not treat any submission as confidential and shall not incur any liability as a result of any similarities that may appear in future Company services or products. Without copy, the Company shall have exclusive ownership of all present and future existing rights to any Submission of every kind and nature everywhere. You acknowledge that you are fully responsible for the message, including its legality, reliability, appropriateness, originality and copyright. You hereby represent and warrant that your Submission does not infringe the rights of any third party.

## USER CONDUCT

By using features of this Site that allow you to post or otherwise transmit information to or through this Site, or which may be seen by other users, you agree that you shall not upload, post, or otherwise distribute or facilitate distribution of any content – including text, communications, video, software, images, sounds, data, or other information – that:

A. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, sexually explicit or graphic, or otherwise in violation of this Site's rules or policies;

B. infringes any patent, trademark, service mark, trade secret, copyright, moral right, right of publicity, privacy or other proprietary right of any party;

C. constitutes unauthorized or unsolicited advertising, junk or bulk email (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;

D. contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or

E. impersonates any person or entity, including any employee or representative of this Site, its licensors or advertisers.

You also agree that you shall not harvest or collect information about the users of this Site or use such information for the purpose of transmitting or facilitating transmission of unsolicited bulk electronic email or communications for any other commercial purpose of your own or a third party.

You further agree that you shall not solicit or collect information, or attempt to induce any physical contact with, anyone 18 years old or younger without appropriate parental consent.

This Site generally does not pre-screen, monitor, or edit the content posted by users of this Site. However, this Site and its agents have the right, at their sole discretion, to remove any content that, in this Site's sole judgment, does not comply with the Site Submission Rules or is otherwise harmful, objectionable, or inaccurate.

This Site is not liable for any failure, delay, damages or results, in removing such content.

You agree that your use of this Site may be suspended or terminated immediately upon receipt of any notice which alleges that you have used this Site in violation of these Rules and/or for any purpose that violates any local, state, federal or law of other nations, including but not limited to the posting of information that may violate third party rights, that may defame a third party, that may be obscene or pornographic, that may harass or assault other, that may violate hacking or other criminal regulations, etc. of its agents, officers, directors, contractors or employees. In such event, you agree that the owner of this Site may disclose your identity and contact information, if requested by a government or law enforcement body or as a result of a subpoena or other legal action, and the owner of this Site shall not be liable for damages or result of a subpoena or other legal action, and the owner of this Site shall not be liable for damages or results thereof, and you agree not to bring any action or claim against the owner of this Site for such disclosure.

## INTELLECTUAL PROPERTY RIGHTS

### 1. Copyright

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### 2. Trademark

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## THIRD PARTY SITES

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## RETURNS

Upon cancellation of a participant's ("ASSOCIATE") agreement with SKINNY JOE CO., an Associate may return products purchased within 90 days from the date of purchase. An Associate may only return products he or she personally purchased from the Company under his or her Associate Identification Number, and which are in resalable condition. Upon receipt of the products, the Associate will be reimbursed ninety percent (90%) of the net cost of the original purchase price(s), less shipping charges.

If the purchases were made through a credit card, the refund will be credited back to the same account. The Company shall deduct from the reimbursement paid to the Associate any commissions, bonuses, rebates or other incentives received by the Associate that were associated with the merchandise that is returned.

#### **DISCLAIMER OF WARRANTIES**

The Company, its advertisers and licensors make no representation or warranties about this Site, the suitability of the information contained on or received through use of this Site, or any service or products received through this Site. All information and use of this Site are provided "as is" without warranty of any kind. The Company, advertisers and/or its licensors hereby disclaim all warranties without regards to this Site, the information contained or received through use of this Site, and any services or products received through this Site, including all express, statutory, and implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. The Company, advertisers and/or its licensors do not warrant that the contents or any information received through this Site are accurate, reliable or correct; that this Site will be available at any particular time or location; that any defects or errors will be corrected; or that the contents of any information received through this Site is free of viruses or other harmful components. Your use of this Site is solely at your risk. User agrees that it has relied on no warranties, representations or statements other than in this agreement. Because some jurisdictions do not permit the exclusion of certain warranties, these exclusions may not apply to you but shall apply to the maximum extent permitted by law of your jurisdiction.

#### **LIMITATION OF LIABILITY**

Under no circumstances shall the Company, advertisers and/or its licensors be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use or inability to use, this Site. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if the Company, advertisers and/or its licensors have been advised of the possibility of such damage. Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, the Company, advertisers and/or its respective licensors' liability in such jurisdictions shall be limited to the maximum extent permitted by law of your jurisdiction.

#### **INDEMNIFICATION**

You agree to defend, indemnify, and hold harmless the Company, its advertisers, licensors, subsidiaries and other affiliated companies, and their employees, contractors, officers, agents and directors from all liabilities, claims, and expenses, including attorney's fees, that arise from your use of this Site, or any services, information or products from this Site, or any violation of this Agreement. The Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with the Company in asserting any available defenses.

#### **LEGAL COMPLIANCE**

Company may suspend or terminate this Agreement or User's use immediately upon receipt of any notice which alleges that User has used this Site for any purpose that violates any local, state, federal or law of other nations, including but not limited to the posting of information that may violate third party rights, that may defame a third party, that may be obscene or pornographic, that may harass or assault other, that may violate hacking or other criminal regulations of its agent, officers, directors, contractors or employees. In such event, Company may disclose the User's iden-

tity and a subpoena or other legal action, and Company shall not be liable for damages or results thereof and User agrees not to bring any action or claim against Company for such disclosure.

#### **CHOICE OF LAW AND FORUM**

This Site (excluding third party linked sites) is controlled by the Company from its offices within the State of California, U.S. of America. It can be accessed from all 50 states as well as from other countries around the world to the extent permitted by site. As each of these places has laws that may differ from California, by accessing this Site, both you and the Company agree that the statutes and laws of California shall apply to any actions or claims arising out of or in relation to this Agreement or your use of this Site, without regards to conflicts of laws principles thereof. You and the Company also agree and hereby submit to the filing of any claim only in the exclusive personal jurisdiction and venue of California and any legal proceedings shall be conducted in English. The Company makes no representation that materials on this Site are appropriate or available for use in other locations, and accessing them from territories where their contents are illegal is prohibited.

#### **MISCELLANEOUS**

This Agreement incorporates by reference the Site Submission Rules if this Site allows posting and posts such Rules. This Agreement constitutes the entire agreement between the parties related to the subject matter thereof, supersedes any prior or contemporaneous (oral, written or electronic) agreement between the parties and shall not be changed except by written agreement signed by an officer of the Company. If any provision of this Agreement is prohibited by law are held to be unenforceable, the remaining provisions hereof shall not be affected, and this Agreement as much as possible under applicable law shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof and the unenforceable provision shall be automatically amended so as to best accomplish the objectives of such unenforceable provision within the limits of applicable law.

This Site reserves the right to revise these provisions at its discretion, so check back from time to time to be sure you are complying with the current version.