

FREELIFE INTERNATIONAL TERMS OF SERVICE

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You are responsible for providing a valid credit card number or account information with available credit at time of purchase. You represent and warrant that you are an authorised user of the credit card or account information. You are responsible for payment of any applicable federal, state, local and city taxes. You are responsible for payment of shipping and handling charges. Taxes and shipping and handling charges may be included on your order invoice depending on your jurisdiction and what has been ordered.

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You agree to provide true, accurate, and complete information to FreeLife or the Marketing Executive when making a purchase. You agree not to resell any merchandise or services you purchase, unless you are a current Marketing Executive. Customers agree to not resell any merchandise or services purchased. You agree to maintain the confidentiality of any identification number, key or password ("Identifiers") that you are provided with. You agree to immediately notify FreeLife of any unauthorised use of the above or other breach of security. You are fully responsible for all activities under your Identifiers. FreeLife is not responsible for any misuse of your account by someone who uses your Identifiers.

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YOU EXPRESSLY UNDERSTAND AND AGREE THAT FREELIFE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES RESULTING FROM (i) THE USE OR THE INABILITY TO USE THE WEBSITE(S); (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE WEBSITE(S), (iii) UNAUTHORISED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; (v) MISDIRECTED ORDERS OR LOST PROFITS, LOST REGISTRATIONS, LOST GOODWILL, OR LOST OR STOLEN PROGRAMS OR OTHER DATA; OR (vi) ANY OTHER MATTER RELATING TO THE WEBSITES EVEN IF FREELIFE, ITS EMPLOYEES OR MARKETING EXECUTIVES THEREOF, ARE ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES, LOSSES OR EXPENSES.

12. GENERAL

- a. Claims for enforcement, breach or violation of duties or rights under this agreement shall be adjudicated under the laws of the State of Arizona, without reference to conflict of laws principles. You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in Maricopa County, Arizona, U.S.A. in all disputes arising out of or relating to the use of the FreeLife websites.
- b. You agree that no joint venture, partnership, employment, or agency relationship exists between you and FreeLife as a result of this agreement or use of the FreeLife websites.
- c. You agree to indemnify and hold FreeLife, its parents, subsidiaries, affiliates, officers and employees, and Marketing Executives harmless from any claim, demand, or damage, including reasonable legal fees, asserted by any third party due to or arising out of your use of or conduct on the FreeLife websites.
- d. FreeLife reserves the right to disclose any personal information about you or your use of the FreeLife websites, including its contents, without your prior permission, if FreeLife has a good faith belief that such action is necessary to: (1)

conform to legal requirements or comply with legal process; (2) protect and defend the rights or property of FreeLife or its affiliated companies; (3) enforce the TOS; or (4) act to protect the interests of its Marketing Executives, Employees, Principals or others.

e. FreeLife's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of FreeLife's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the FreeLife websites or information provided to or gathered by FreeLife with respect to such use.

f. If any part of this agreement 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 provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

g. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and FreeLife with respect to the FreeLife websites and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and FreeLife with respect to the FreeLife websites.

h. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

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Notifications of claimed copyright infringement or other intellectual property infringement should be sent to the following:

By Mail: General Counsel, FreeLife International,
3925 E. Broadway Road
Phoenix, AZ 85040
United States

By email: trademarkadmin@freelife.com.