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TERMS OF SERVICE AGREEMENT

PLEASE READ THE FOLLOWING TERMS OF SERVICE AGREEMENT CAREFULLY. BY ACCESSING OR USING OUR SITES AND OUR SERVICES, YOU HEREBY AGREE TO BE BOUND BY THE TERMS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. IT IS THE RESPONSIBILITY OF YOU, THE USER, CUSTOMER, OR PROSPECTIVE CUSTOMER, TO READ THE TERMS AND CONDITIONS BEFORE PROCEEDING TO USE THIS SITE. IF YOU DO NOT EXPRESSLY AGREE TO ALL OF THE TERMS AND CONDITIONS, THEN PLEASE DO NOT ACCESS OR USE OUR SITES OR OUR SERVICES. THIS TERMS OF SERVICE AGREEMENT, WHICH BECOMES EFFECTIVE ON 10/14/2024, IS CRUCIAL FOR YOUR UNDERSTANDING OF OUR RELATIONSHIP.

ACCEPTANCE OF TERMS

The following Terms of Service Agreement (the "TOS") is a legally binding agreement that shall govern the relationship with our users and others who may interact or interface with The Healthy Lifestyle, also known as The Healthy Lifestyle Blog, located at 2181 N. Tracy Blvd. #206, Tracy, California 95376 and our subsidiaries and affiliates, in association with the use of The Healthy Lifestyle website, which includes <https://www.TheHealthyLifestyleBlog.com> (the "Site") and its Services, which shall be defined below.

DESCRIPTION OF WEBSITE SERVICES OFFERED

The site is The Healthy Lifestyle, and it has a blog, <https://TheHealthyLifestyleBlog.com>. Subsidiaries of The Healthy Lifestyle include <https://www.dentalstrength.com>, EC Ventures

LLC, and other websites that will be created. All have the following description:

Promote dental products and other products as an affiliate. As an affiliate, the website owner may receive a commission at no additional cost to the buyer.

All visitors to our site, whether registered or not, shall be deemed as 'users' of the Services provided for the purpose of this TOS. Once an individual registers for our Services through the process of creating an account, the user shall then be considered a 'member'.

The user and/or member acknowledges and agrees that the Services provided and made available through our website and applications, which may include some mobile applications, and that those applications may be made available on various social media networking sites and numerous other platforms and downloadable programs, are the sole property of The Healthy Lifestyle. This means that The Healthy Lifestyle has full control and responsibility for the content and functionality of the website. At its discretion, The Healthy Lifestyle may offer additional website Services and products or update, modify, or revise any current content and Services, and this Agreement shall apply to all additional Services and products and all updated, modified, or revised Services unless otherwise stipulated. The Healthy Lifestyle reserves the right to cancel and cease offering any of the abovementioned Services and products. You, as the end user or member, acknowledge, accept, and agree that The Healthy Lifestyle shall not be held liable for any such updates, modifications, revisions, suspensions, or discontinuance of any of our Services

and/or products. Your continued use of the Services provided, after such posting of any updates, changes, and/or modifications shall constitute your acceptance of such updates, changes, and/or modifications, and as such, frequent review of this Agreement and all applicable terms and policies should be made by you to ensure you are aware of all terms and policies currently in effect. Should you not agree to the updated, revised, or modified terms, you must stop using the provided Services.

REGISTRATION

To register and become a "member" of the Site, you must be at least 18 years of age to enter into and form a legally binding contract. In addition, you must be in good standing and not an individual previously barred from receiving The Healthy Lifestyle's Services under the laws and statutes of the United States or other applicable jurisdictions.

There are two ways to register. One is through the website, where you sign up with your name and email address to receive emails, newsletters, and promotions. The other is through a website promoting a product, where you provide your name and email to receive a free giveaway or take a quiz related to the product.

When you register, The Healthy Lifestyle may collect information such as your name, e-mail address, birth date, gender, mailing address, occupation, industry, and personal interests. You can edit your account information at any time. Once you register with The Healthy Lifestyle and sign in to our Services, you will no longer be anonymous to us.

Furthermore, the registering party hereby acknowledges, understands and agrees to:

- a) furnish factual, correct, current, and complete information with regards to yourself as may be requested by the data registration process and
- b) If you want to continue receiving emails from us, maintain and promptly update your registration and profile information to ensure accuracy and completeness.

If anyone knowingly provides any information that is false, untrue, inaccurate, or incomplete, The Healthy Lifestyle will have sufficient grounds and rights to suspend or terminate the member in violation of this aspect of the Agreement and, as such, refuse all current or future use of The Healthy Lifestyle Services or any portion thereof.

It is The Healthy Lifestyle's priority to ensure the safety and privacy of all its visitors, users and members, especially that of children. Therefore, it is for this reason that the parents of any child under the age of 13 that permit their child or children access to the The Healthy Lifestyle website platform Services must create a "family" account, which will certify that the individual creating the "family" account is of 18 years of age and as such, the parent or legal guardian of any child or children registered under the "family" account. As the creator of the "family" account, s/he is thereby granting permission for his/her child or children to access the various Services provided, including, but not limited to, message boards, email, and/or instant messaging. It is the parent's and/or legal guardian's responsibility to determine whether any of the Services or content provided are age-appropriate for his/her child.

PRIVACY POLICY

Every member's registration data and various other personal information are strictly protected by The Healthy Lifestyle Online Privacy Policy (see the full [Privacy Policy](#)). As a member, you herein consent to the collection and use of the information provided, including the transfer of information within the United States or other countries for storage, processing, or use by The Healthy Lifestyle and our subsidiaries and affiliates.

MEMBER ACCOUNT, USERNAME, PASSWORD AND SECURITY

When you set up an account, you are the sole authorized user of your account. There is no password to set up an account. You shall be responsible for maintaining the secrecy and confidentiality of your password if you choose to use one and for all activities that transpire on or within your account. It is your responsibility for any act or omission of any user(s) that access your account information that, if undertaken by you, would be deemed a violation of the TOS. It shall be your responsibility to notify The Healthy Lifestyle immediately if you notice any unauthorized access or use of your account or password or any other security breach. The Healthy Lifestyle shall not be held liable for any loss and/or damage arising from any failure to comply with this term and/or condition of the TOS.

CONDUCT

As a user or member of the Site, you herein acknowledge, understand and agree that all information, text, software, data, photographs, music, video, messages, tags or any other content, whether it is publicly or privately posted and/or transmitted, is the expressed sole responsibility of the individual from whom the content originated. In short, this means that you are solely responsible for all content you are able to post, upload, email, transmit or otherwise make available by way of The Healthy Lifestyle Services, and as such, we do not guarantee the accuracy, integrity or quality of such content. It is expressly understood that by use of our Services, you may be exposed to content including, but not limited to, any errors or omissions in any content posted, and/or any loss or damage of any kind incurred because of the use of any content posted, emailed, transmitted or otherwise made available by The Healthy Lifestyle.

Furthermore, you herein agree not to make use of The Healthy Lifestyle's Services for the purpose of:

- a) uploading, posting, emailing, transmitting, or otherwise making available any content that shall be deemed unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or invasive of another's privacy or which is hateful, and/or racially, ethnically, or otherwise objectionable;
- b) causing harm to minors in any manner whatsoever;

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- c) impersonating any individual or entity, including, but not limited to, any The Healthy Lifestyle officials, forum leaders, guides or hosts or falsely stating or otherwise misrepresenting any affiliation with an individual or entity;
- d) forging captions, headings or titles or otherwise offering any content that you personally have no right to pursuant to any law nor having any contractual or fiduciary relationship with;
- e) uploading, posting, emailing, transmitting or otherwise offering any such content that may infringe upon any patent, copyright, trademark, or any other proprietary or intellectual rights of any other party;
- f) uploading, posting, emailing, transmitting or otherwise offering any content that you do not personally have any right to offer pursuant to any law or in accordance with any contractual or fiduciary relationship;
- g) uploading, posting, emailing, transmitting, or otherwise offering any unsolicited or unauthorized advertising, promotional flyers, "junk mail," "spam," or any other form of solicitation, except in any such areas that may have been designated for such purpose;
- h) uploading, posting, emailing, transmitting, or otherwise offering any source that may contain a software virus or other computer code, any files and/or programs which have been designed to interfere, destroy and/or limit the operation of any computer software, hardware, or telecommunication equipment;

- i) disrupting the normal flow of communication, or otherwise acting in any manner that would negatively affect other users' ability to participate in any real time interactions;
- j) interfering with or disrupting any The Healthy Lifestyle Services, servers and/or networks that may be connected or related to our website, including, but not limited to, the use of any device software and/or routine to bypass the robot exclusion headers;
- k) intentionally or unintentionally violating any local, state, federal, national or international law, including, but not limited to, rules, guidelines, and/or regulations decreed by the U.S. Securities and Exchange Commission, in addition to any rules of any nation or other securities exchange, that would include without limitation, the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, and any regulations having the force of law;
- l) providing informational support or resources, concealing and/or disguising the character, location, and or source to any organization delegated by the United States government as a "foreign terrorist organization" in accordance with Section 219 of the Immigration Nationality Act;
- m) "stalking" or with the intent to otherwise harass another individual; and/or
- n) collecting or storing of any personal data relating to any other member or user in connection with the prohibited conduct and/or activities that have been outlined in the paragraphs mentioned above.

TERMS OF SERVICE AGREEMENT

The Healthy Lifestyle reserves the right to pre-screen, refuse and/or delete any content currently available through our Services. In addition, we reserve the right to remove and/or delete any such content that would violate the TOS or which would otherwise be considered offensive to other visitors, users and/or members.

The Healthy Lifestyle herein reserves the right to access, preserve and/or disclose member account information and/or content if it is requested to do so by law or in good faith belief that any such action is deemed reasonably necessary for:

- a) compliance with any legal process;
- b) enforcement of the TOS;
- c) responding to any claim that therein contained content is in violation of the rights of any third party;
- d) responding to requests for customer service; or
- e) protecting the rights, property or the personal safety of The Healthy Lifestyle, its visitors, users and members, including the public.

The Healthy Lifestyle reserves the right to include the use of security components that may permit digital information or material to be protected and that such use of information and/or material is subject to usage guidelines and regulations established by The Healthy Lifestyle or any other content providers supplying content services to The Healthy Lifestyle.

You are prohibited from attempting to override or circumvent any of the embedded usage rules in our Services. Furthermore, unauthorized reproduction, publication, distribution, or exhibition of any information or materials supplied by our Services, whether done so in whole or in part, is expressly prohibited.

CAUTIONS FOR GLOBAL USE AND EXPORT AND IMPORT COMPLIANCE

Due to the global nature of the internet, you hereby agree to comply with all local rules relating to online conduct and that which is considered acceptable Content when using our network. Uploading, posting, and/or transferring software, technology, and other technical data may be subject to the export and import laws of the United States and possibly other countries. Using our network, you thus agree to comply with all applicable export and import laws, statutes, and regulations, including, but not limited to, the Export Administration Regulations (http://www.access.gpo.gov/bis/ear/ear_data.html), as well as the sanctions control program of the United States (<http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>). Furthermore, you state and pledge that you:

a) are not on the list of prohibited individuals which may be identified on any government export exclusion report (<http://www.bis.doc.gov/complianceand enforcement/liststocheck.htm>) nor a member of any other government which may

be part of an export-prohibited country identified in applicable export and import laws and regulations;

b) agree not to transfer any software, technology, or any other technical data through the use of our network Services to any export-prohibited country;

c) agree not to use our website network Services for any military, nuclear, missile, chemical, or biological weaponry end uses that would be a violation of the U.S. export laws; and

d) agree not to post, transfer, or upload any software, technology, or any other technical data that would violate the U.S. or other applicable export and/or import laws.

CONTENT PLACED OR MADE AVAILABLE FOR COMPANY SERVICES

The Healthy Lifestyle shall not lay claim to ownership of any content submitted by any visitor, member, or user, nor make such content available for inclusion on our website Services. Therefore, you hereby grant and allow for The Healthy Lifestyle the below listed worldwide, royalty-free and non-exclusive licenses, as applicable:

a) The content submitted or made available for inclusion on the publicly accessible areas of The Healthy Lifestyle's sites, the license provided to permit to use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display said Content on our network Services is for the sole purpose of providing and promoting the specific area to which this content was placed and/or made available for viewing. This license shall be available so long as you are a member of The Healthy Lifestyle's sites and shall terminate at such time when you elect to discontinue your membership.

b) Photos, audio, video and/or graphics submitted or made available for inclusion on the publicly accessible areas of The Healthy Lifestyle's sites, the license provided to permit to use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display said Content on our network Services are for the sole purpose of providing and promoting the specific area in which this content was placed and/or made available for viewing. This license shall be available so long as you are a member of The Healthy Lifestyle's sites and shall terminate at such time when you elect to discontinue your membership.

c) For any other content submitted or made available for inclusion on the publicly accessible areas of The Healthy Lifestyle's sites, the continuous, binding, and completely sub-licensable license is meant to permit the use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and/or publicly display said content, whether in whole or in part, and the incorporation of any such Content into other works in any arrangement or medium current used or later developed.

Areas of The Healthy Lifestyle's sites that may be deemed "publicly accessible" are those of our network properties that are meant to be available to the public, including message boards and groups that are openly available to both users and members.

CONTRIBUTIONS TO THE COMPANY WEBSITE

The Healthy Lifestyle provides an area for our users and members to contribute feedback to our website. When you submit ideas, documents, suggestions or proposals ("Contributions") to our site, you acknowledge and agree that:

- a) your contributions do not contain any type of confidential or proprietary information;
- b) The Healthy Lifestyle shall not be liable or under any obligation to ensure or maintain confidentiality, expressed or implied, related to any Contributions;
- c) The Healthy Lifestyle shall be entitled to make use of and/or disclose any such Contributions in any such manner as they may see fit;
- d) the contributor's Contributions shall automatically become the sole property of The Healthy Lifestyle and
- e) Healthy Lifestyle is under no obligation to compensate or provide any form of reimbursement.

INDEMNITY

All users or members agree to insure and hold The Healthy Lifestyle, our subsidiaries, affiliates, agents, employees, officers, partners and/or licensors blameless or not liable for any claim or demand, which may include, but is not limited to, reasonable attorney fees made by any third party which may arise from any content a member or user of our site may submit, post, modify, transmit or otherwise make available through our Services, the use of The Healthy Lifestyle Services or your connection with these Services, your violations of the Terms of Service and/or your violation of any such rights of another person.

COMMERCIAL REUSE OF SERVICES

The member or user agrees not to replicate, duplicate, copy, trade, sell, resell nor exploit any part, use of, or access to The Healthy Lifestyle's sites for any commercial reason.

USE AND STORAGE GENERAL PRACTICES

You acknowledge that The Healthy Lifestyle may set up any such practices or limits regarding the use of our Services, without limitation of the maximum number of days that The Healthy Lifestyle shall retain any email, message posting, or any other uploaded content, nor the maximum number of email messages that may be sent or received by any member, the maximum volume or size of any email message that may be sent from or may be received by an account on our Service, the maximum disk space allowable that shall be allocated on The Healthy Lifestyle's servers on the member's behalf, or the maximum number of times or duration that any member may access our Services in a given period. In addition, you also agree that The Healthy Lifestyle has absolutely no responsibility or liability for the removal or failure to maintain storage of any messages or other communications or content maintained or transmitted by our Services. You also acknowledge that we reserve the right to delete or remove any account that is no longer active for an extended period. Furthermore, The Healthy Lifestyle shall reserve the right to modify, alter or update these general practices and limits at our discretion.

MODIFICATIONS

Healthy Lifestyle reserves the right to modify, alter, and/or discontinue, whether temporarily or permanently, our service or any part thereof at any time it may deem fit, with or without prior notice. In addition, we shall not be held liable to you or to any third party for any such alteration, modification, suspension, and/or discontinuance of our Services or any part thereof.

TERMINATION

As a member of <https://www.TheHealthyLifestyleBlog.com>, you may cancel or terminate your account, associated email address and/or access to our Services by submitting a cancellation or termination request to pat@TheHealthyLifestyleBlog.com.

As a member, you agree that The Healthy Lifestyle may, without any prior written notice, immediately suspend, terminate, discontinue or limit your account, any email associated with your account, and access to any of our Services. The cause for such termination, discontinuance, suspension and/or limitation of access shall include, but is not limited to:

- a) any breach or violation of our TOS or any other incorporated agreement, regulation and/or guideline;
- b) by way of requests from law enforcement or any other governmental agencies;
- c) the discontinuance, alteration and/or material modification to our Services, or any part thereof;
- d) unexpected technical or security issues and/or problems;

- e) any extended periods of inactivity;
- f) any engagement by you in any fraudulent or illegal activities;
and/or
- g) the nonpayment of any associated fees that you may owe in connection with your <https://www.TheHealthyLifestyleBlog.com> account Services.

Furthermore, you herein agree that all terminations, suspensions, discontinuances, and or limitations of access for cause shall be made at our sole discretion and that we shall not be liable to you or any other third party concerning the termination of your account, associated email address or access to any of our Services.

The termination of your account with <https://www.TheHealthyLifestyleBlog.com> shall include any or all of the following:

- a) the removal of any access to all or part of the Services offered within [https:// www.TheHealthyLifestyleBlog.com](https://www.TheHealthyLifestyleBlog.com);
- b) the deletion of your password and all related information, files, and any such content that may be associated with or inside your account or any part thereof; and
- c) the barring of any further use of all or part of our Services.

ADVERTISERS

Any correspondence or business dealings with, or the participation in any promotions of, advertisers located on or through our Services, which may include the payment or delivery of such related goods or Services, and any such other term, condition, warranty or representation associated with such dealings, are and shall be solely between you and any such advertiser. Moreover, you herein agree that The Healthy Lifestyle shall not be held responsible or liable for any loss or damage of any nature or manner incurred as a direct result of any such dealings or because of the presence of such advertisers on our website.

LINKS

The Healthy Lifestyle or any third parties may provide links to other websites or resources. Thus, you acknowledge and agree that we are not responsible for the availability of any such external sites or resources. As such, we do not endorse nor are we responsible or liable for any content, products, advertising or any other materials, on or available from such third-party sites or resources.

Furthermore, you acknowledge and agree that The Healthy Lifestyle shall not be responsible or liable, directly or indirectly, for any such damage or loss which may be a result of, caused or allegedly to be caused by or in connection with the use of or the reliance on any such content, goods or Services made available on or through any such site or resource.

PROPRIETARY RIGHTS

You acknowledge and agree that The Healthy Lifestyle's Services and any essential software that may be used in connection with our Services ("Software") shall contain proprietary and confidential material protected by applicable intellectual property rights and other laws. Furthermore, you acknowledge and agree that any Content in any advertisements or information presented by and through our Services or by advertisers is protected by copyrights, trademarks, patents, or other proprietary rights and laws. Therefore, except for that which is expressly permitted by applicable law or as authorized by The Healthy Lifestyle or such applicable licensor, you agree not to alter, modify, lease, rent, loan, sell, distribute, transmit, broadcast, publicly perform or create any plagiaristic works which are based on The Healthy Lifestyle Services (e.g. Content or Software), in whole or part.

The Healthy Lifestyle herein has granted you personal, non-transferable, and non-exclusive rights and/or license to make use of the object code or our Software on a single computer, as long as you do not, and shall not, allow any third party to duplicate, alter, modify, create or plagiarize work from, reverse engineer, reverse assemble or otherwise make an attempt to locate or discern any source code, sell, assign, sublicense, grant a security interest in and/or otherwise transfer any such right in the Software.

Furthermore, you do herein agree not to alter or change the Software in any manner, nature, or form, and as such, not to use any modified versions of the Software, including and without limitation, to obtain unauthorized access to our Services. Lastly, you also agree not to access or attempt to access our Services through any means other

than through the interface provided by The Healthy Lifestyle for use in accessing our Services.

WARRANTY DISCLAIMERS

YOU HEREIN EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

a) THE USE OF THE HEALTHY LIFESTYLE SERVICES AND SOFTWARE ARE AT THE SOLE RISK BY YOU. OUR SERVICES AND SOFTWARE SHALL BE PROVIDED ON AN "AS IS" AND/OR "AS AVAILABLE" BASIS. THE HEALTHY LIFESTYLE AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

b) THE HEALTHY LIFESTYLE AND OUR SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO SUCH WARRANTIES THAT

(i) THE HEALTHY LIFESTYLE SERVICES OR SOFTWARE WILL MEET YOUR REQUIREMENTS;

(ii) THE HEALTHY LIFESTYLE SERVICES OR SOFTWARE SHALL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE;

(iii) THAT SUCH RESULTS WHICH MAY BE OBTAINED FROM THE USE OF THE HEALTHY LIFESTYLE SERVICES OR SOFTWARE WILL BE ACCURATE OR RELIABLE;

(iv) QUALITY OF ANY PRODUCTS, SERVICES, ANY INFORMATION OR OTHER MATERIAL WHICH MAY BE

PURCHASED OR OBTAINED BY YOU THROUGH OUR SERVICES OR SOFTWARE WILL MEET YOUR EXPECTATIONS; AND

(v) THAT ANY SUCH ERRORS CONTAINED IN THE SOFTWARE SHALL BE CORRECTED.

c) ANY INFORMATION OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED BY WAY OF THE HEALTHY LIFESTYLE SERVICES OR SOFTWARE SHALL BE ACCESSED BY YOUR SOLE DISCRETION AND SOLE RISK, AND AS SUCH YOU SHALL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER AND/OR INTERNET ACCESS, DOWNLOADING AND/OR DISPLAYING, OR FOR ANY LOSS OF DATA THAT COULD RESULT FROM THE DOWNLOAD OF ANY SUCH INFORMATION OR MATERIAL.

d) NO ADVICE AND/OR INFORMATION, DESPITE WHETHER WRITTEN OR ORAL, THAT MAY BE OBTAINED BY YOU FROM THE HEALTHY LIFESTYLE OR BY WAY OF OR FROM OUR SERVICES OR SOFTWARE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

e) A SMALL PERCENTAGE OF SOME USERS MAY EXPERIENCE SOME DEGREE OF EPILEPTIC SEIZURE WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS THAT MAY BE CONTAINED ON A COMPUTER SCREEN OR WHILE USING OUR SERVICES. CERTAIN CONDITIONS MAY INDUCE A PREVIOUSLY UNKNOWN CONDITION OR UNDETECTED EPILEPTIC SYMPTOM IN USERS WHO HAVE SHOWN NO HISTORY OF ANY PRIOR SEIZURE OR EPILEPSY. SHOULD YOU, ANYONE YOU KNOW OR ANYONE IN YOUR FAMILY

HAVE AN EPILEPTIC CONDITION, PLEASE CONSULT A PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING OUR SERVICES: DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

LIMITATION OF LIABILITY

YOU EXPLICITLY ACKNOWLEDGE, UNDERSTAND AND AGREE THAT THE HEALTHY LIFESTYLE AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES WHICH MAY BE RELATED TO THE LOSS OF ANY PROFITS, GOODWILL, USE, DATA AND/OR OTHER INTANGIBLE LOSSES, EVEN THOUGH WE MAY HAVE BEEN ADVISED OF SUCH POSSIBILITY THAT SAID DAMAGES MAY OCCUR, AND RESULT FROM:

- a) THE USE OR INABILITY TO USE OUR SERVICE;
- b) THE COST OF PROCURING SUBSTITUTE GOODS AND SERVICES;
- c) UNAUTHORIZED ACCESS TO OR THE ALTERATION OF YOUR TRANSMISSIONS AND/OR DATA;
- d) STATEMENTS OR CONDUCT OF ANY SUCH THIRD PARTY ON OUR SERVICE;
- e) AND ANY OTHER MATTER WHICH MAY BE RELATED TO OUR SERVICE.

RELEASE

In the event you have a dispute, you agree to release The Healthy Lifestyle (and its officers, directors, employees, agents, parent subsidiaries, affiliates, co-branders, partners, and any other third parties) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected or unsuspected, disclosed and undisclosed, arising out of or in any way connected to such dispute.

SPECIAL ADMONITION RELATED TO FINANCIAL MATTERS

Should you intend to create or to join any service, receive or request any such news, messages, alerts, or other information from our Services concerning companies, stock quotes, investments, or securities, please review the above Sections Warranty Disclaimers and Limitations of Liability again. In addition, the phrase "Let the investor beware" is appropriate for this information. The Healthy Lifestyle's content is provided primarily for informational purposes, and no content that shall be provided or included in our Services is intended for trading or investing purposes. The Healthy Lifestyle and our licensors shall not be responsible or liable for the accuracy, usefulness, or availability of any information transmitted or made available through our Services. They shall not be responsible or liable for any trading or investment decisions based on such information.

EXCLUSION AND LIMITATIONS

THERE ARE SOME JURISDICTIONS THAT DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL

DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS OF SECTIONS WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY MAY NOT APPLY TO YOU.

THIRD-PARTY BENEFICIARIES

You herein acknowledge, understand, and agree that unless otherwise expressly provided in this TOS, there shall be no third-party beneficiaries to this agreement.

NOTICE

The Healthy Lifestyle may furnish you with notices, including those with regards to any changes to the TOS, including but not limited to email, regular mail, MMS or SMS, text messaging, postings on our website Services, or other reasonable means currently known or any which may be herein after developed. Any such notices may not be received if you violate any aspects of the TOS by accessing our Services unauthorizedly. Your acceptance of this TOS constitutes your agreement that you are deemed to have accepted all notices that would have been delivered had you accessed our Services in an authorized manner.

TRADEMARK INFORMATION

You herein acknowledge, understand, and agree that all The Healthy Lifestyle trademarks, copyright, trade name, service marks, and other The Healthy Lifestyle logos and any brand features and/or product and service names are trademarks and, as such, are and shall remain the property of The Healthy Lifestyle. You herein agree not to display or use in any manner The Healthy Lifestyle logo or marks without obtaining The Healthy Lifestyle's prior written consent.

COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS NOTICE & PROCEDURES

The Healthy Lifestyle will always respect the intellectual property of others, and we ask that all our users do the same. Concerning appropriate circumstances and at its sole discretion, The Healthy Lifestyle may disable or terminate the accounts of any user who violates our TOS or infringes the rights of others. If you feel that your work has been duplicated in such a way that would constitute copyright infringement, or if you believe your intellectual property rights have been otherwise violated, you should provide us the following information:

- a) The electronic or the physical signature of the individual that is authorized on behalf of the owner of the copyright or other intellectual property interest;
- b) A description of the copyrighted work or other intellectual property that you believe has been infringed upon;
- c) A description of the location of the site which you allege has been infringing upon your work;
- d) Your physical address, telephone number, and email address;
- e) A statement in which you state that the alleged and disputed use of your work is not authorized by the copyright owner, its agents or the law;
- f) And finally, a statement, made under penalty of perjury, that the aforementioned information in your notice is truthful and accurate and that you are the copyright or intellectual property

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owner, representative, or agent authorized to act on the copyright or intellectual property owner's behalf.

The Healthy Lifestyle Agent, for notice of claims of copyright or other intellectual property infringement, can be contacted as follows:

Mailing Address:

The Healthy Lifestyle
Attn: Copyright Agent
2181 N. Tracy Blvd. #206
Tracy, California 95376

Telephone: 209-673-8578

Fax: 925-237-8245

Email: pat@TheHealthyLifestyleBlog.com

CLOSED CAPTIONING

BE IT KNOWN that The Healthy Lifestyle complies with all applicable Federal Communications Commission rules and regulations regarding the closed captioning of video content. For more information, please visit our website at <https://www.TheHealthyLifestyleBlog.com>.

GENERAL INFORMATION

ENTIRE AGREEMENT

This TOS constitutes the entire agreement between you and The Healthy Lifestyle and shall govern the use of our Services, superseding any prior version of this TOS between you and us concerning The Healthy Lifestyle Services. You may also be subject to additional terms and conditions that may apply when you use or

purchase certain other The Healthy Lifestyle Services, affiliate Services, third-party content, or third-party software.

CHOICE OF LAW AND FORUM

It is at the mutual agreement of both you and The Healthy Lifestyle concerning the TOS that the relationship between the parties shall be governed by the laws of the state of California without regard to its conflict of law provisions and that all claims, causes of action or disputes, arising out of or relating to the TOS, or the relationship between you and The Healthy Lifestyle, shall be filed within the courts having jurisdiction within the County of San Joaquin, California or the U.S. District Court located in said state. You and The Healthy Lifestyle agree to submit to the jurisdiction of the courts as previously mentioned and waive all objections to exercising jurisdiction over the parties by such courts and to venue in such courts.

WAIVER AND SEVERABILITY OF TERMS

At any time, should The Healthy Lifestyle fail to exercise or enforce any right or provision of the TOS, such failure shall not constitute a waiver of such right or provision. Suppose any provision of this TOS is found by a court of competent jurisdiction to be invalid. In that case, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

NO RIGHT OF SURVIVORSHIP NON-TRANSFERABILITY

You acknowledge, understand, and agree that your account is non-transferable, and any rights to your ID or contents within your account shall terminate upon your death. Upon receipt of a copy of

a death certificate, your account may be terminated, and all contents therein permanently deleted.

STATUTE OF LIMITATIONS

You acknowledge, understand, and agree that regardless of any statute or law to the contrary, any claim or action arising out of or related to the use of our Services or the TOS must be filed within Four years (s) after said claim or cause of action arose or shall be forever barred.

VIOLATIONS

Please report any violations of this TOS to The Healthy Lifestyle as follows:

Mailing Address:

The Healthy Lifestyle
2181 N. Tracy Blvd. #206
Tracy, California 95376

Telephone: 209-673-8578

Fax: 925-237-8245

Email: pat@TheHealthyLifestyleBlog.com