

SPROUTING STAR WELLNESS, LLC (“SSW”) TERMS OF USE

Date: June 20, 2014

Welcome to the online services operated by SSW. SSW provides our family of online offerings as a service to our customers (“Site(s)”). SSW its subsidiaries, and its affiliates appreciate your interest in our company, and your visit to this Site. The following terms of use (“Terms”) set forth the basic rules that govern your use of this Site.

1. Introduction.

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS ONLINE SERVICE. THEY GOVERN YOUR USE OF THE ONLINE SERVICE. IF YOU DO NOT AGREE TO THE TERMS STATED BELOW, YOU MAY NOT USE THE ONLINE SERVICE. Your use of this Site constitutes your knowledge, understanding, and acceptance of the Terms, and your agreement to be bound by the Terms. SSW may change, edit, modify, delete, revise, or update the Terms from time to time without notice, and your use of this Site after any changes, edits, modifications, deletions, revisions, or updates posted to the Site or accessible through an App constitutes your agreement to comply with the posted Terms.

Additional terms and conditions may apply to other SSW services, such as third-party service provider agreements, or rules for sweepstakes and contests, purchases, services or other online activities (“Other Services”). Similarly, additional terms may also cover access to certain content or software accessible through the SSW websites or [Apple iOS, Android, or Microsoft Windows-powered devices]. Such “additional” terms and conditions will be disclosed to you in connection with such Other Services. All Additional terms that are in addition to these Terms and, in the event of a conflict, will prevail over these Terms. If you access SSW content using an Apple iOS, Android or Microsoft Windows-powered device, you agree that your access to the SSW Services using these devices also shall be subject to the usage terms set forth in the applicable third-party terms of service.

SSW may immediately terminate this agreement with you (including your access to the SSW Sites) if you breach any provision of these Terms.

2. Trademarks.

The trademarks, trade names, trade dress, logos, and service marks (collectively, the “Trademarks”) displayed on this Site or App are the registered and/or unregistered Trademarks of SSW, and such third parties that may own the displayed Trademarks. Nothing contained on this Site or in the Terms serves to grant to you, by implication or otherwise, any license or right to use any Trademarks displayed on this Site or App without the written permission of SSW or such third party that may own the displayed Trademarks.

3. Site Contents and Copyright.

The text, Trademarks, logos, images, graphics, photos, video files, characters, animation, application functionality, chat transcripts, or any other digital media, and their arrangement on this Site or App (“Content”) are all subject to patent, copyright, trademark and other intellectual property protection. Content may not be copied for commercial use or distribution, nor may Content be modified, processed, or reposted to other websites. Access to and/or use of this Site is solely for your purchase of SSW products for personal use, information, education, entertainment, and communication with SSW. You may download, copy or print the Content of this Site for your personal non-commercial use only. No right, title or interest in any of the Content of this Site is transferred to you as a result of any accessing, downloading, copying, printing or use of an App or this Site. All SSW character(s), related items, and accounts created or used in or on any SSW Site are and shall remain the property of SSW or its licensors and cannot be sold, licensed, assigned, transferred or loaned to third-parties.

4. User Comments and Other Submissions.

SSW offers users the opportunity to interact with this Site, and in doing so, you are permitted to send SSW your comments and unsolicited creative or original concepts, ideas, materials or products, whether confidential or proprietary information, or the like (“Submission(s)”). SSW is under no obligation to use or compensate you for your Submissions. SSW will not respond to you regarding your Submissions, and your Submissions will not be returned to you and will not be treated as confidential information.

5. License to Use Submissions.

Except as otherwise described in any Additional terms (such as contests or sweepstakes official rules), which shall also govern Submissions, you grant SSW a non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and cost and royalty free license and right to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise exploit in any legal manner, all or any portion of your Submission (and derivative works thereof), for any purpose in all formats, on or through any media, software, formula, or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. Without limitation, the rights granted by you include, without limitation, the right to: (a) configure, host, index, cache, archive, store, digitize, compress, optimize, modify, reformat, edit, adapt, publish in searchable format, and remove such Submission or combine same with other materials, use any ideas, concepts, know-how, or techniques contained in any Submission for any purposes, including, without limitation, developing, manufacturing, and marketing products and/or services. If your Submission contains photographs or digital or video images that depict a child that is under the age of majority in their state of residence, you represent that you have written permission from

the child's parent or guardian to provide the photo, digital, or video image. In order to further practice the rights and license that you grant to SSW to your Submissions, you also grant SSW, the unconditional, perpetual, irrevocable right to use and exploit your name, persona, and likeness in connection with any Submission. Except as prohibited by law, you waive any moral rights (including attribution and integrity) that you may have in any Submission, even if it is altered or changed in a manner not agreeable to you. To the extent non-waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the rights granted by this license.

6. No Endorsement or Liability for User-Generated or Third-Party Content.

Although third-party or user-generated Submissions may be posted on this Site, the posting of those Submissions does not constitute SSW's endorsement of those Submissions. SSW is not responsible or liable for any claim, including, without limitation, loss or injury to real, tangible, or intellectual property, violations of personal privacy or privacy rights, actual, consequential or punitive damages, personal injury, or wrongful death in connection with third-party or user-generated Submissions.

7. Third-Party Links.

Third-party links on this Site may direct you to third-party websites that are not affiliated with SSW. Information that you share or provide via third-party websites will be subject to different privacy policies and terms of use. SSW is not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions ("Third-Party Products") made in connection with any third-party websites. Please review carefully the third party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding Third-Party Products should be directed to the third party.

8. Copyrights, DMCA, and Digital Rights Management.

Pursuant to our rights under the Digital Millennium Copyright Act ("DMCA"), 17 U.S.C. § 512, we have designated a copyright agent to receive copyright infringement notices for claims of infringement related to materials found on this Site. Our copyright agent is SSW's Chief Counsel. The agent can be reached at Email:chidomainmanagement@gtlaw.com; copyrightnotice@sproutingstar.com.

9. DMCA Infringement Notification.

To be effective, your infringement notification must include 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 or content that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or have access disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party, including address, telephone number and email address where the complaining party may be contacted;
5. The following statement: “I have 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. The following statement: “The information in this notification is accurate, and under penalty of perjury, I swear that I am the copyright owner or that I am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.”

Upon receipt of the written notification containing the information as outlined in 1 through 6 above:

1. SSW will remove or disable access to the content that is alleged to be infringing;
2. SSW will forward the written notification to the alleged infringer; and
3. SSW will take reasonable steps to promptly notify the alleged infringer that we have removed or disabled access to the content.

DMCA Infringement Counter Notification.

Pursuant to the DMCA, after the alleged infringer receives a notice of infringement from SSW, the alleged infringer will have the opportunity to respond to SSW with a counter notification (“Counter Notification”). To be effective, a Counter Notification must be a written communication provided to SSW’s designated copyright agent, and must include the following:

1. A physical or electronic signature of the alleged infringer;
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 disabled;

3. The following statement: "I swear under penalty of perjury that it is my good faith belief that the material identified above was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled"; and
4. The alleged infringer's name, address, and telephone number, and a statement that the alleged infringer consents to the jurisdiction of the federal district court for the judicial district in which the alleged infringer address is located, or if the alleged infringer's address is outside of the United States, or any judicial district in which SSW may be found, and that the alleged infringer will accept service of process from the person who provided notification or an agent of such person.

Upon the copyright agent's receipt of a Counter Notification containing the information as outlined in 1 through 4 above, the DMCA provides that the removed material will be restored or access re-enabled and we will comply with this requirement as required by law, provided that the designated agent has not received notice from the original complaining party 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 our network.

You shall not bypass, circumvent or disable any content protection system or digital rights management technology used to protect SSW or third-party services. You shall not decompile, reverse engineer, disassemble or otherwise reduce any SSW technologies or content to a human-readable form; remove identification, copyright or other proprietary notices; or access or use any Site or App functionality in an unlawful or unauthorized manner or in a manner that implies an unauthorized association with our products, services or brands. You may not access or use any SSW services in violation of United States export control regulations. By acquiring services, content or software through the SSW Sites or Apps, you represent and warrant that your access to and use of the services, content or software will comply with those regulations.

We have adopted and implemented a policy that provides for the termination, in appropriate circumstances, of the accounts of users who are repeat infringers of copyright. In addition, we may suspend or terminate your account and your ability to use SSW's services if you engage in or encourage illegal conduct, or if you fail to comply with these Terms or any Additional terms.

10. Prohibited Uses.

In addition to other prohibitions as set forth in the Terms, you are prohibited from using the Site and its Content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, national, or local regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on

gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of this Site or other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, mailbomb, phish, track, pharm, pretext, spider, crawl, use cheat codes or programs, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of this Site or other websites, apps or the Internet, including without limitation, password protected accounts or access. We reserve the right to terminate your use of the Site for violating any of the prohibited uses.

SSW retains the right, but not the obligation, to log, modify, monitor, post, remove, review, screen, store, and track (“Compliance Investigations”) Submissions or communications sent through SSW services, at any time and for any reason, including to ensure that the Submissions or communication conform to these Terms. These Compliance Investigations may take place without prior notice to you. SSW is not responsible for, and does not endorse or guarantee, the opinions, views, advice or recommendations posted or sent by users.

11. Registration, Subscriptions, Accounts and Passwords.

Some SSW services permit or require you to create an account to participate in additional entertainment services. By registering for such services, you agree to provide accurate, complete and current information, including, without limitation, your date of birth, payment information, and contact information for notices. You agree not to impersonate or misrepresent your affiliation with any person or entity, including, without limitation, using another person’s username, password or account information, or another person’s name or likeness, or provide false details for a parent or guardian. You agree that we may take steps to verify the accuracy of information you provide, including, without limitation, the contact information for a parent or guardian. SSW reserves the right to restrict or prohibit inappropriate or infringing usernames. If you become a subscriber, you agree to pay all subscription fees that you incur, including all applicable duties and taxes that may be imposed by law.

You are responsible for the personal protection and security of any password or username that you may use to access this Site. You are responsible for all direct or indirect damages and liable for all activity conducted on this Site that can be linked or traced back to your username or password. You are obligated to immediately report a lost or stolen password or username to SSW.

12. Site and App Updates.

SSW undertakes no obligation to update, amend or clarify information on this Site or App, including without limitation, pricing information, except as required by law. No specified update or refresh date applied on this Site or App should be taken to indicate that all information on the Site has been modified or updated. Please remember when

reviewing information on this Site that such information may not represent the complete information available on a subject. In addition, subsequent events or changes in circumstances may cause existing information on this Site to become inaccurate or incomplete.

On occasion, information on this Site or App may contain errors, including, without limitation, typographical errors, inaccuracies, or omissions related to product availability, special offers, product promotions, pricing information, product descriptions, or product shipping charges and transit times. SSW reserves the right to, at any time without prior notice, correct any errors, inaccuracies or omissions and to change or update information or cancel orders if any information on the Site is inaccurate (including after you have submitted your order).

13. Product and Pricing Information.

This Site, App, Content, product information, and any products sold through the Site into permitted jurisdictions are intended to comply with U.S. laws and regulations. Some products cannot be shipped to certain jurisdictions. If you are a non-U.S.-based user, be advised that other countries may have laws, regulatory requirements, and product safety requirements that are different than those in the U.S.

SSW reserves the right, but is not obligated, to limit the sales of its products or services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice at the sole discretion of SSW. SSW reserves the right to discontinue any product at any time. Any offer for any product or service made on this Site or App is void where prohibited.

14. Resale of Product.

This Site sells products to retail consumers only. You shall not use the Site to purchase products for re-sale or export. SSW reserves the right to immediately bar access to the Site and terminate the account of any user who violates this provision.

15. Refunds and Returns.

You have the right to cancel within seven days of purchase, or seven days of receipt of the goods (whichever is longer). Returns will be accepted only for 30 days from purchase date with a SSW sales receipt. Returned items must be in new condition with their original packaging. Refunds are issued for only the purchase price of the items returned. Shipping and restocking charges are not refunded. Customer is responsible for any return shipping charges.

To obtain further return information or to arrange to return your item please email us at: returns@sproutingstar.com. No returns will be accepted without a "Return

Authorization" number that can be obtained through our Consumer Service email at returns@sproutingstar.com. If you refuse a delivery of a shipment, you will be credited the purchase price less all return shipping charges. This process is only valid with direct sales from the SSW Company. SSW Direct does not accept returns of products from other retailers. See more at: www.sproutingstar.com

16. Limitations on Liability.

YOU ACKNOWLEDGE, BY YOUR USE OF THIS SITE: (1) THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK; (2) THAT YOU ASSUME FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH ALL NECESSARY SERVICING OR REPAIRS OF ANY EQUIPMENT THAT YOU USE IN CONNECTION WITH YOUR USE OF THIS SITE; AND (3) THAT SSW WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RELATED TO YOUR USE OF OR INABILITY TO USE OUR SITE, INCLUDING WITHOUT LIMITATION, FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, COMPUTER VIRUS, OR NETWORK OR INTERNET FAILURE, OR INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, COMPENSATORY OR CONSEQUENTIAL DAMAGES, LOST PROFITS AND/OR LOSS OF OR DAMAGE TO PROPERTY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF SSW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL SSW'S TOTAL LIABILITY FOR ANY CLAIMS RELATED TO THIS SITE EXCEED TEN (\$10.00) DOLLARS. (NOT SURE ON \$ AMOUNT)

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SSW, ITS AFFILIATES', AGENTS', LICENSORS' AND SUPPLIERS' DAMAGES IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

17. Disclaimer.

THIS SITE USES COOKIES AND MAY ALSO USE THE SERVICES OF THIRD-PARTY PROVIDERS THAT DEPLOY COOKIES IN CONNECTION WITH THEIR SERVICES. BY USING THE SITE, YOU CONSENT TO THE PLACEMENT OF COOKIES ON ANY DEVICE USED TO ACCESS OUR SITE(S). THE CONTENT PROVIDED ON THIS SITE IS PROVIDED "AS IS" AND "WITH ALL FAULTS." SSW MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO ITS USE, AVAILABILITY, CONTENT ACCURACY, APPROPRIATENESS OR PERFORMANCE OF THIS SITE. AS A USER, YOU ASSUME ALL RISKS AND RESPONSIBILITIES FOR ITS USE OR NON-USE, AND SSW MAKES NO REPRESENTATION THAT THE CONTENT APPEARING ON, ACCESSED THROUGH, OR DOWNLOADED FROM THIS SITE IS COMPATIBLE WITH YOUR DEVICE OR FREE FROM ERROR OR VIRUSES. NO SSW EMPLOYEE, AGENT OR REPRESENTATIVE IS AUTHORIZED TO MODIFY OR AMEND THIS WARRANTY. SUBJECT TO THE LIMITED WARRANTY SET FORTH ABOVE, TO THE EXTENT

ALLOWABLE BY EXISTING LAW, SSW DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THIS SITE AND ITS CONTENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

SSW RESERVES THE RIGHT TO ALTER OR REMOVE SITE CONTENT, OR SUSPEND OR TERMINATE YOUR USE IN ANY WAY, AT ANY TIME, FOR ANY REASON, WITHOUT PRIOR NOTIFICATION, AND SSW WILL NOT BE LIABLE IN ANY WAY FOR POSSIBLE CONSEQUENCES OF THAT ACTION.

18. Indemnification.

YOU AGREE TO INDEMNIFY AND HOLD SSW, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, COSTS AND EXPENSES, INCLUDING ATTORNEY FEES, ARISING FROM OR RELATED TO YOUR USE OF THIS SITE OR BREACH OF THE TERMS.

19. Termination.

Notwithstanding anything in this Terms to the contrary, the parties understand and agree that all terms and conditions of the Terms that may require continued performance, compliance, or effect beyond the time that you stop using the Site, and will survive termination and will be enforceable by the parties. SSW may also terminate the Terms at any time and may do so immediately without notice, and accordingly deny you access to this Site, if in SSW's sole discretion, you fail to comply with any term or provision of the Terms.

20. Choice of Law and Forum; Electronic Communications.

For all other claims, these Terms will be governed and construed in accordance with the laws of the State of Illinois, USA, without regard to its conflicts of law rules. For all disputes arising out of or relating to this Site, App or Terms that may be referred to a court of law, you submit to exclusive personal jurisdiction and venue of the courts located in Cook County, Illinois.

21. Notices and Electronic Communications.

This Site is controlled and operated by SSW, P.O. Box 8185, Naples, Florida 34101. Should you have any questions concerning these Terms, or if you desire to contact SSW for any reason, our email address is: notices@sproutingstar.com. Please send any comments or complaints regarding this Site by e-mail or postal mail addressed to

the local office shown on the contact page. Please e-mail any questions regarding Site privacy to notices@sproutigstar.com or the address listed above.

When you visit this Site or App, or send e-mails or text messages to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail, text message, push notifications services or by posting notices on this Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

22. Privacy Statement.

SSW is committed to protecting the privacy of the visitors to this Site. For information on how information is collected, used, or disclosed by SSW in connection with your use of this Site, please consult our [Privacy Policy](#).

23. No other Agreements.

By agreeing to the Terms, you represent that you are at least the age of majority in your place of residence, or that you are the age of majority in your place of residence and you have given SSW your consent to allow any of your minor dependents to use this Site. The provisions and conditions of the Terms constitute the entire agreement between you and SSW related to the use of the Site and supersedes any prior agreements or understandings not incorporated in the Terms. The Terms are effective as of the Effective Date. Continued use of the Site by you after the Effective Date constitutes your acceptance of the Terms after the Effective Date.