

# TERMS OF USE AGREEMENT

02-01-2017

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Please check this Agreement periodically for changes, as the owner of this site ("Heart & Body Naturals, LLC") 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.

Heart & Body Naturals, LLC 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 OVER 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 Heart & Body Naturals, LLC 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.

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You agree that if you are issued a Username and Password by Heart & Body Naturals, LLC, 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 Heart & Body Naturals, LLC 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.



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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:



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- 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
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## **INDEMNIFICATION;**

You agree to defend, indemnify, and hold harmless Heart & Body Naturals, LLC, 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. Heart & Body Naturals, LLC



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 Heart & Body Naturals, LLC in asserting any available defenses.

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Heart & Body Naturals, LLC 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, Heart & Body Naturals, LLC may disclose the User's identity and a subpoena or other legal action, and Heart & Body Naturals, LLC shall not be liable for damages or results thereof and User agrees not to bring any action or claim against Heart & Body Naturals, LLC for such disclosure.

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**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 Heart & Body Naturals, LLC.

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.