

## FARMASI TERMS OF USE

("Agreement")

### ACCEPTANCE OF TERMS THROUGH USE

Welcome to [www.farmasius.com](http://www.farmasius.com). These Terms of Use ("Terms") govern your access and use of the Farmasi US LLC (DBA "Farmasi" "Company", "We", or "Our") website and any products, services, applications, features or functionality offered or made available on or through the website, including any Farmasi Entrepreneur's personal web pages provided through the website. Your access to and use of the website is conditioned upon your acceptance of these Terms. By accessing or using the website you agree to be bound by these Terms.

By using this website 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 website, and do not click "I agree". Please check this agreement periodically for changes as the owner of this website, as Farmasi reserves the right to revise this agreement. In the event of a change to this agreement, your continued use of this website following the posting of any changes constitutes acceptance of such changes. Farmasi reserves the right to terminate a user's use of this website 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 Farmasi with his or her explicit permission and acceptance of full legal responsibility. If you are not yet 18 or are accessing this website 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, Farmasi hereby grants you a non-exclusive, non-transferable limited license to use this website 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 website. You acknowledge and agree that all content and services available on this website are property of Farmasi 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 Farmasi, its advertisers and licensors. You agree to pay for any and all purchases and services using your name and credit card through this website, not to challenge any such charges and to pay for all collections and/or attorneys' 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 website. 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 Farmasi is directly 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 website through your Username and Password by anyone other than yourself, including but not limited to, keeping such information in strict confidence, 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 website. You understand that such actions are likely to subject you to serious civil and criminal legal penalties and that Farmasi 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 website, or materials or services received through this website, and, in particular, you shall not export or re-export anything on or received through this website in violation of local or foreign export laws and/or without all required U.S. and foreign government licenses.

#### Errors and Corrections

While we use reasonable efforts to include accurate and current information on our website, we do not warrant or represent that the website 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 website, 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 website'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 will verify it for you.

## LINKS TO OTHER WEBSITES

Our website 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 website terms of use. We suggest that you carefully review the terms of use of each website you choose to access from our website.

## USER'S LICENSE GRANT TO SITE

Except regarding personal information, all information which you post on this website or communicate to Farmasi through this website (collectively "Submissions") shall forever be the property of Farmasi. Farmasi shall not treat any submission as confidential and shall not incur any liability as a result of any similarities that may appear in future Farmasi services or products. Without copy, Farmasi 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 website that allow you to post or otherwise transmit information to or through this website, 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 website'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 website, its licensors, or advertisers.

You also agree that you shall not harvest or collect information about the users of this website 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 website generally does not pre-screen, monitor, or edit the content posted by users of this website. However, this website and its agents have the right, at their sole discretion, to remove any content that, in this website’s sole judgment, does not comply with the website submission rules or is otherwise harmful, objectionable, or inaccurate. This website is not liable for any failure, delay, damages, or results, in removing such content.

You agree that your use of this website may be suspended or terminated immediately upon receipt of any notice which alleges that you have used this website 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 website 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 website shall not be liable for damages or result of a subpoena or other legal action, and the owner of this website shall not be liable for damages or results thereof, and you agree not to bring any action or claim against the owner of this website for such disclosure.

## INTELLECTUAL PROPERTY RIGHTS

### 1. Copyright

The website design, text, content, selection and arrangement of elements, organization, graphics, compilation, magnetic translation, digital conversion, and other matters related to the website are protected under applicable copyright laws, ALL RIGHTS RESERVED. The posting of any such elements on the website does not constitute a waiver of any right in such elements. You do not acquire ownership rights to any such elements viewed through the website. Except as otherwise provided herein, none of these elements may be used, copied, reproduced, downloaded, posted, displayed, transmitted, mechanical, photocopying, recording, or otherwise, without Farmasi's prior written permission.

### 2. Trademark

The Farmasi name, logo, and all product names, company names, and other logos, unless otherwise noted, are trademarks and/or trade dress of Farmasi US LLC. The use or misuse of any Marks or any other materials contained on the website, without the prior written permission of their owner, is expressly prohibited.

## THIRD PARTY SITES

You may be transferred to online merchants or other third-party sites through links or frames from this website. You are cautioned to read their terms and conditions and/or privacy policies before using such website. These websites may contain information or material that is illegal, unreasonable or that some people may find inappropriate or offensive. These other websites are not under the control of Farmasi and are not monitored or reviewed by Farmasi. The inclusion of such a link or frame does not imply endorsement by Farmasi, its advertisers or licensors, any association with it's operators and is provided solely for your convenience. You agree that Farmasi and its licensors have no liability whatsoever from such third-party websites and your usage of them.

#### DISCLAIMER OF WARRANTIES

Farmasi, its advertisers and licensors make no representation or warranties about this website, the suitability of the information contained on or received through use of this website, or any service or products received through this website. All information and use of this website are provided "as is" without warranty of any kind. Farmasi, advertisers and/or its licensors hereby disclaim all warranties without regards to this website, the information contained or received through use of this website, and any services or products received through this website, including all express, statutory, and implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. Farmasi, advertisers and/or its licensors do not warrant that the contents or any information received through this website are accurate, reliable or correct; that this website 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 website is free of viruses or other harmful components. Your use of this website is solely at your risk. User agrees that it has relied on no warranties, representations, or statements other than in this agreement. 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 Farmasi, 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 website. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Farmasi, 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, Farmasi, 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, Farmasi and 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 website , or any services, information or products from this website, or any violation of this Agreement. Farmasi 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 Farmasi in asserting any available defenses.

#### LEGAL COMPLIANCE

Farmasi may suspend or terminate this Agreement or User's use immediately upon receipt of any notice which alleges that user has used this website 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, Farmasi may disclose the user's identity and a subpoena or other legal action, and Farmasi shall not be liable for damages or results thereof and user agrees not to bring any action or claim against Farmasi for such disclosure.

#### CHOICE OF LAW AND FORUM

This website (excluding third party linked sites) is controlled by Farmasi from its offices within the State of Florida, United States of America. It can be accessed from all 50 states as well as from other countries



around the world to the extent permitted by website. As each of these places has laws that may differ from Florida, by accessing this website, both you and Farmasi agree that the statutes and laws of Florida shall apply to any actions or claims arising out of or in relation to this agreement or your use of this Farmasi, without regards to conflicts of laws principles thereof. You and Farmasi also agree and hereby submit to the filing of any claim only in the exclusive personal jurisdiction and venue of the federal or state courts of Florida, and any legal proceedings shall be conducted in English. Farmasi makes no representation that materials on this website 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 website Submission Rules if this Website 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 Farmasi. 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.