

## **TERMS OF USE**

### **I. General**

This site allows users to upload content to the site in order to share it with the public. In order for us to make the user content you contribute available on the site for this purpose, and to operate, market and promote your content, we need the right to make use of such user content in accordance with and subject to these Terms. The following paragraphs contain certain irrevocable waivers of rights of those opting to use this site. Please carefully read the following paragraphs.

### **II. License Grant to Youngevity**

By navigating through or contributing content to this site, you automatically grant to Youngevity an irrevocable and perpetual, non-exclusive, assignable and transferable, fully-paid, royal-free, worldwide license to use, copy, distribute, publicly perform, publicly display, print, publish, republish, excerpt (in whole or in part), reformat, translate, modify, revise and incorporate into their works, any user content and works derived from that user content, in any form of media or expression available to Youngevity. You also grant to Youngevity and its legal successors the right to store, parse, and display your content publicly, and make incidental copies as necessary to render the site and provide this service. This includes the right to copy the content to our database and make backup copies; display the content publicly, parse it into a search index or otherwise analyze it on our services, and to utilize such content as marketing material at any time in the future. This license grants to Youngevity the right to sublicense any user content to other site users to permit their use of that user content in any manner permitted by the site. This license does not, however, grant Youngevity the right to sell your content to any third party.

### **III. Copyright Infringement**

You agree that content you submit to this site will not contain any third party copyright material, or material that is subject to other third party proprietary rights (including rights of privacy or rights of publicity), unless you have a formal license or permission from the rightful owner, or are otherwise legally entitled, to post the material and to grant Youngevity the license to legally showcase the content on this site.

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that electronic material infringes their rights under U.S. copyright law. If you believe in good faith that materials posted on this site infringe your copyright, you or your agent may send Youngevity a "Notification of Claimed Infringement" requesting that the material be removed, or access to be blocked. The notice must include the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the works that have been allegedly infringed;

2. Identification of the copyrighted work alleged to have been infringed, or if multiple copyrighted works located on this site are covered by a single notification, a representative list of such works;
3. Identification of the specific material alleged to be infringing or the subject of infringing activity, and information reasonably sufficient to allow the operators of this site to locate the material on this site;
4. Your name, address, telephone number, and email address;
5. A statement that you 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. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

#### **IV. Prohibited Content**

Users of this site should feel welcome and safe to express themselves and share their thoughts and ideas. If the site's manager determines that a user clearly, seriously, or repeatedly breaches the above terms, we reserve the right to suspend or permanently disable access to your account. We may also suspend or disable your account if required to do so by law. If you delete or we disable your account, the above terms shall terminate as an agreement between you and us.

Prohibited content includes: illegal content, pornography, sexually suggestive material involving minors, content which encourages or incites violence, threatens, harasses, or bullies or encourages others to do so, is personal and confidential information; impersonates someone in a misleading or deceptive manner, or is considered by the site manager to be spam.

You shall not upload to or distribute or otherwise publish on to this site any libelous, defamatory, obscene, pornographic, abusive, or otherwise illegal material. You hereby agree not to threaten or verbally abuse other members or use defamatory language on this site. Doing so might result in suspension of your account any other remedy available under the law.

Credible threats and hate speech, content that targets private individuals to degrade or shame them, personal information meant to blackmail or harass someone, and repeated unwanted messages will be immediately removed at the site manager's sole discretion. Further, any verbiage encouraging physical, mental, or financial harm to anyone based on race, ethnicity, national origin, sex, gender, gender identity, sexual orientation, religious affiliation, disabilities, or diseases will likewise be removed from the site.

#### **V. Indemnification**

You hereby agree to indemnify, defend and hold Youngevity, its parents, subsidiaries, affiliates, agents, suppliers, licensees, successors, or assigns, and/or its and their respective officers, directors, employees, contractors and agents (collectively, the "Indemnified Parties") harmless from and against any and all damages, liability, claims, actions, demands and costs (including, without limitation, reasonable attorneys' fees and costs of settlement) arising out of any breach by you or any user of your account of these terms and conditions or privacy policy or arising out of a breach of your obligations, representations and warranties under these terms and conditions.

In addition to any other limitation of liability set forth in these Terms, you expressly agree that in no event shall Youngevity, its officers, directors, employees, contractors, affiliates, or agents be liable to you or any third party for:

1. Any direct, indirect, punitive, incidental, special, consequential damages or any damages incurred by you, however caused and under any theory of liability. This shall include, but is not limited to lost profits (directly or indirectly), loss of data, loss of goodwill or business reputation, or other intangible loss;
2. Any loss or damage that may be incurred by you arising out of or in any way connected with the use or performance of this site; the delay or inability to use the site; the provision of or failure to provide services; for any information; documents and publications obtained through the site; or otherwise arising out of the use of the site;
3. Any loss or damage arising out of unauthorized access to or alteration of your transmissions of data and for any material or data sent or received or not sent or received; and
4. Any loss or damage arising out of any inaccuracies in the translation of information, documents, and publications on Youngevity foreign language websites or for any misunderstandings resulting from differences in language usage, dialect or particular regional usage in such translations.

#### **VI. Reservation of Rights**

On becoming aware of any potential violation of these Terms, Youngevity reserves the right to remove such violative content and/or suspend or terminate a user's access to this site without prior notice and at its sole discretion.