This website (the "Site") is operated by **Living10**, Inc (referred to herein as "**Living10**", "we", "us" and "our"). Your use of the Site is subject to the following terms and conditions.

#### Consent

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE. BY USING THIS SITE, YOU AGREE TO THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE, DO NOT USE THIS SITE.

You acknowledge that these Terms of Use are supported by reasonable and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Without limiting the generality of the foregoing, you acknowledge that such consideration includes your use of the Site and receipt of data, materials and information available at or through the Site, the possibility of our use or display of your Submissions (as defined below) and the possibility of the publicity and promotion from our use or display of your Submissions.

### Additional Terms

Note that special terms apply to some services offered on the Site, such as subscription-based services, product purchases, rules for particular contests or sweepstakes or other features or activities. These terms are posted in connection with the applicable service. Any such terms are in addition to these Terms of Use and, in the event of a conflict, prevail over these Terms of Use.

### Modification

**Living10** is committed to customer service and we intend to uphold this by providing a private and secure browsing experience. As we continue to improve our site and as we take advantage of developments in technology, this policy may change from time to time. We encourage you to frequently check this page for any changes. You acknowledge and agree that it is your responsibility to review this privacy policy periodically and become aware of modifications. We reserve the right to modify or otherwise update this Site and/or these Terms of Use at any time and you agree to be bound by such modifications, updates and revisions.

# Copyright

All information, materials, functions and other content (including Submissions as defined below) provided on this Site (collectively "Content"), such as text, graphics, images, etc., is our property or the property of our licensors and is protected by US and international copyright laws. The collection, arrangement and assembly of all content on this Site is our exclusive property and is protected by US and international copyright laws. Except as stated herein or as otherwise provided in an express authorization from us, no material from the Site may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way. Any unauthorized use of any material contained in this Site is strictly prohibited.

### **Trademarks**

Unless otherwise noted, the trademarks, service marks, trade dress, trade names, and logos (collectively "Trademarks") used and displayed on this Site are our registered and unregistered Trademarks and the Trademarks of our licensors. Nothing on this Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark displayed on the Site. Our Trademarks and those of our licensors may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits us.

## Use of Site and Content

We grant you a limited license to access and make personal use of the Site and the Content, subject to these Terms of Use. Neither this Site nor any portion of this Site or any Content may be reproduced, duplicated, copied, sold, resold or otherwise exploited for any commercial purpose that is not expressly permitted by us in writing, except that where the Site is configured to enable the download of particular Content, you may download one copy of such Content to a single computer for your personal, noncommercial home use only, provided that you: (a) keep intact all copyright and other proprietary notices, (b) make no modifications to the Content, and (c) do not use the Content in a manner that suggests an association with any of our products, services, or brands. We reserve the right to refuse services, and/or cancel orders at our discretion if we believe that user conduct violates applicable laws or is harmful to our interests.

In the event that we offer downloads of software from this Site and you download such software, the software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively the "Software") are licensed to you by us or third-party licensors for your personal, noncommercial home use only. We do not transfer title to the Software to you. You may not distribute or otherwise exploit the Software or decompile, reverse engineer, disassemble or otherwise reduce the Software to a human-readable form.

### Disclaimer

Any personal testimonies and opinions relating to **Living10**.com are not considered as medical advice and should not be taken as such. The **Living10** product line is not intended to diagnose, cure, prevent or treat any illness, disease or disorder.

The earnings of **Living10** Representatives relating to **Living10**.com are not necessarily a representation of the income, if any, that a **Living10** Representative can or will earn through his or her participation in the **Living10** Compensation Plan.

Any figures should not be considered as guarantees or projections of your actual earnings or profits. A person can become a Representative with **Living10** and do very well financially marketing our product line; however, they could also not earn any income at all.

A **Living10** Representative's success depends upon and requires successful sales efforts, hard work, dedication, determination leadership and teamwork. Please understand there are no financial guarantees.

Your electronic order confirmation, or any form of confirmation, does not signify our acceptance of your order. **Living10** reserves the right to accept or deny shipment to anyone for any reason. We reserve the right to require additional information before processing any order. If an order appears fraudulent in any way, **Living10** reserves the right to cancel the order, notify the card holder and the proper authorities.

# **Shipping Policy**

**Living10** products are only available in the United States. Orders are processed within 24-48 hours from the time you place your order and the average transit time is 5-7 business days. Transit times will vary based on your location. **Living10** is not responsible for lost or stolen items. Once our carriers indicate that the item has been delivered, we consider the order complete. All shipments are sent through USPS, UPS,

or FedEx. Carriers may also vary depending on your location. If a product is damaged at the time of delivery, you must make a claim within 10 business days by emailing us at <a href="mailto:support@Living10.com">support@Living10.com</a>.

# Ebay/Amazon Sales

**Living10** products are intended for direct-to-consumer sales only and should not be sold online through non-direct sales channels. Reselling **Living10** products on Ebay/Amazon or other third-party websites dilutes our valuable trademarks and also diminishes the opportunities of **Living10** Representatives by competing in non-direct sales channels with our Representatives. Customers are strictly prohibited from reselling **Living10** products on Ebay/Amazon or any third-party auction site or sales site. Customers who violate this policy will have their accounts temporarily suspended and may be subject to having their buying privileges terminated at the sole discretion of **Living10**.

## FDA and Legal Disclosure

Product claims have not been evaluated by the FDA and are not intended to diagnose, treat, cure or prevent any disease.

# Linking

Links to third-party websites may be provided on this Site. If so, they are provided solely as a convenience to you. If you use such links, you will leave this Site. We have not reviewed all such third-party sites (if any) and do not control and are not responsible for any of these websites and their content. We do not endorse or make any representations about such websites or any information or materials found there, or any results that may be obtained from using them. If you access any third-party websites linked from this Site, you do so at your own risk.

No hyperlinks to this Site are permitted without our prior written consent. If you would like to link to this Site from your website, please submit via email your request to link to this Site to <a href="mailto:support@Living10.com">support@Living10.com</a>. Unless you receive our express written consent, your request to link to this Site shall be deemed denied. Unless otherwise permitted in writing signed by an authorized representative of Living10, a website that links to this Site:

- Shall not imply, either directly or indirectly, that Living10 is endorsing its products;
- Shall not use any of our Trademarks or the Trademarks of our licensors;
- Shall not contain content or material that could be construed as offensive, controversial or distasteful and should only contain content that is appropriate for all age groups;
- Shall not disparage us or our products in any way or otherwise negatively affect or harm our reputation and goodwill;
- Shall not present false or misleading information about us or the Living10 opportunity;
- Shall not misrepresent any relationship with us;
- Shall not replicate in any manner any content in the Site; and
- Shall not create a browser or border environment around Site material.

# Claim of Copyright Infringement

We respect the intellectual property rights of others. If you believe that your copyrighted property has been copied in any way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide our copyright agent the information specified below. Please

note that this procedure is exclusively for notifying us that your copyrighted material has been infringed. To be effective, the notification must be a written communication that includes the following:

- A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the Site;
- Your physical address, telephone number and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or by the law; and
- A statement by you, made under penalty of perjury, that the above information is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

We may give you notice that we have removed or disabled access to certain material by means of a general notice on the Site, electronic mail to a user's email address in our records, or by written communication sent by first-class mail to your physical address in our records. If you receive such a notice, you may provide counter-notification in writing to our copyright agent that includes the information below. To be effective, the counter-notification must be a written communication that contains the following:

- Your physical or electronic signature;
- 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 to it was disabled;
- A statement from you, under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- Your name, physical address and telephone number, and a statement that you consent to the
  jurisdiction of a Federal Court for the judicial district in which your physical address is located, or
  if your physical address is outside of the United States, for any judicial district in which Living10
  may be found, and that you will accept service of process from the person who provided
  notification of allegedly infringing material or an agent of such person.

Our Copyright Agent for notice of claims of copyright infringement on this Site can be reached as follows:

By Mail: Living10 LLC, PO Box 16913 Tampa, FL 33687-6913

By Email: support@Living10.com

### Submissions

For purposes of these Terms of Use, the word "Submissions" means text, messages, ideas, concepts, suggestions, artwork, photographs, drawings, videos, audiovisual works, your and/or other persons' names, likenesses, voices, usernames, profiles, actions, appearances, performances and/or other biographical information or material, and/or other similar materials that you submit, post, upload, embed, display, communicate or otherwise distribute on or through this Site.

We are always pleased to receive your comments, suggestions, and Submissions regarding this Site, our products and services, and our opportunity. If you transmit to us, post, or upload any Submissions to or through this Site, you grant us and our affiliates a non-exclusive, royalty-free, perpetual and irrevocable right to use, reproduce, modify, adapt, publish, translate, distribute and incorporate such Submissions and the names identified on the Submissions throughout the world in any media for any and all commercial and non-commercial purposes.

By communicating a Submission to us, you represent and warrant that the Submission and your communication thereof conform to the Rules of Conduct set forth below and all other requirements of these Terms of Use and that you own or have the necessary rights, licenses, consents and permissions, without the need for any permission from or payment to any other person or entity, to exploit, and to authorize us to exploit, such Submission in all manners contemplated by these Terms of Use. You agree that you shall not post or transmit to or from this Site any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic or profane material, or any other material that could give rise to any civil or criminal liability under the law (see below).

### Accounts

Some services on this Site permit or require you to create an account to participate in or to secure additional benefits. You agree to provide, maintain and update true, accurate, current and complete information about yourself as prompted by our registration processes. You shall not impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including using another person's username, password or other account information, or another person's name, likeness, voice, image or photograph. You also agree to promptly notify us of any unauthorized use of your username, password, other account information, or any other breach of security that you become aware of involving or relating to this Site.

We may suspend or terminate your account and your ability to use the Site or any portion thereof for failure to comply with these Terms of Use or any special items related to a particular service, for infringing copyright, or for any other reason whatsoever.

### **Email Communications**

**Living10** does not send spam - ever. The goal of our existing email communications is to inform our Representatives of the new updates and promotions which are published on a regular basis. Our emails may include the links to our new products, information about promotions and latest news from the field. We do not sell or distribute (for financial gain or for free) or otherwise disclose any Representative or customer email addresses to any third parties except when legally required. Every email contains an Unsubscribe link at the top or bottom of the message.

There are situations which, by their own nature, require us to send you emails. These include:

- a. Sending a message to your email inbox with the link to update your account at Living10;
- b. Sending you invoices for each purchase transaction made on our website.
- c. Sending you emails concerning technical, legal and support matters.

Please make sure you do not flag **Living10** as 'Spam' or 'Unsolicited' in your email application. When you do not receive expected emails from **Living10**, check your spam folder.

### Public Forums and Communication

"Public Forum" means an area or feature offered as part of this Site that offers the opportunity for users to distribute Submissions for viewing by one or more Site users, including, but not limited to, a chat area, message board, instant messaging, mobile messaging, social community environment, profile page, conversation page, blog, or email function.

You acknowledge that Public Forums and features offered therein are for public and not private communications, and you have no expectation of privacy with regard to any Submission to a Public Forum. We cannot guarantee the security of any information you disclose through any of these media; you make such disclosures at your own risk.

You are and shall remain solely responsible for the Submissions you distribute on or through the Site under your username or otherwise by you in any Public Forum and for the consequences of submitting and posting the same. We have no duty to monitor any Public Forum.

You should be skeptical about information provided by others, and you acknowledge that the use of any Submission posted in any Public Forum is at your own risk. We are not responsible for, and we do not endorse, the opinions, advice or recommendations posted or sent by users in any Public Forum and we specifically disclaim any and all liability in connection therewith.

We owe you no obligation, and therefore may refuse to post, deliver, remove, modify or otherwise use or take any action with respect to any Submissions that you make to the Site.

### **Rules of Conduct**

The following Rules of Conduct apply to the Site. By using the Site, you agree that you will not upload, post, or otherwise distribute to the Site any Submission that:

- 1. is defamatory, abusive, harassing, threatening, or an invasion of a right of privacy of another person;
- 2. is bigoted, hateful, or racially or otherwise offensive;
- 3. is violent, vulgar, obscene, pornographic, or otherwise sexually explicit; or
- 4. otherwise harms or can reasonably be expected to harm any person or entity;
- 5. is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them, including a Submission that is, or represents an attempt to engage in, child pornography, stalking, sexual assault, fraud, trafficking in obscene or stolen material, drug dealing and/or drug use, harassment, theft, or conspiracy to commit any criminal activity;
- 6. infringes or violates any right of a third-party including: (a) copyright, patent, trademark, trade secret or other proprietary or contractual rights; (b) right of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) or publicity; or (c) any confidentiality obligation;
- 7. is commercial, business related or advertises or offers to sell any products services or otherwise (whether or not for profit), or solicits others (including solicitations for contributions or donations);
- 8. contains a virus or other harmful component, or otherwise tampers with, impairs or damages the Site or any connected network, or otherwise interferes with any person or entity's use or enjoyment of the Site; or
  - (a) does not generally pertain to the designated topic or theme of the relevant Public Forum;

- (b) violates any specific restrictions applicable to a Public Forum, including its age restrictions and procedures; or
- (c) is antisocial, disruptive, or destructive, including "flaming", "spamming", "flooding", "trolling", and "griefing", as those terms are commonly understood and used on the Internet.

We cannot and do not assure that other users are or will be complying with the foregoing Rules of Conduct or any other provisions of these Terms of Use, and, as between you and us, you hereby assume all risk of harm or injury resulting from any such lack of compliance.

### Removal of Submissions

We reserve the right, but disclaim any obligation or responsibility, to (a) refuse to post or communicate or remove any Submission from the Site that violates these Terms of Use and (b) identify any user to third parties, and/or disclose to third parties any Submission or personally identifiable information when we believe in good faith that such identification or disclosure will either (i) facilitate compliance with laws, including, for example, compliance with a court order or subpoena, or (ii) help to enforce these Terms of Use and/or protect the safety or security of any person or property, including the Site. Moreover, we retain all rights to remove Submissions at any time for any reason or no reason whatsoever.

### International

The Site is intended for viewing and use in the United States. If this Site is viewed internationally, you are responsible for compliance with applicable local laws. We do not intend to provide our products or services outside the United States.

## Privacy

**Living10** respects your privacy and the privacy of other visitors to the Site.

**Living10** is committed to safeguarding the privacy of our website visitors. This privacy policy sets out how we will treat your personal information.

#### 1. What information do we collect?

We may collect, store and use the following kinds of personal data:

- a. Information about your visits to and use of this website;
- b. information about any transactions carried out between you and us on or in relation to this website, including information relating to any purchases you make of our products;
- c. information that you provide to us for the purpose of registering with us and/or subscribing to our website services and/or email notifications.

#### 2. Information about website visits

We may collect information about your computer and your visits to this website such as your IP address, geographical location, browser type, referral source, length of visit and number of page views. We may use this information in the administration of this website, to improve the website's usability, and for marketing purposes.

We use cookies on this website. A cookie is a text file sent by a web server to a web browser, and stored by the browser. The text file is then sent back to the server each time the browser requests a page from the server. This enables the web server to identify and track the web browser. We may also use that

information to recognize your computer when you visit our website, and to personalize our website for you.

Most browsers allow you to refuse to accept cookies. This will, however, have a negative impact upon the usability of many websites, including this one.

#### 3. Using your personal data

Having accurate information about you permits us to provide you with a smooth, efficient, and customized experience. Personal data submitted on this website will be used for the purposes specified in this privacy policy or in relevant parts of the website.

In addition to the uses identified elsewhere in this privacy policy, we may use your personal information to:

- a. Improve your browsing experience by personalizing the website;
- b. send information (other than marketing communications) to you which we think may be of interest to you by post or by email or similar technology;
- c. send to you marketing communications relating to our business which we think may be of interest to you by post, email or similar technology (you can inform us at any time if you no longer wish to receive marketing communications to be sent by emailing us at <a href="mailto:support@Living10.com">support@Living10.com</a>).

We will not, without your express consent, provide your personal information to any third parties for the purpose of direct marketing.

## Security of your Personal Data

We will take reasonable precautions to prevent the loss, misuse or alteration of your personal information. Of course, data transmission over the Internet is inherently insecure, and we cannot guarantee the security of data sent over the Internet.

We use administrative, technical and physical security measures to help protect your personal information. While we have taken reasonable steps to secure the personal information you provide us, please be aware that despite our efforts, no security measures are perfect or impenetrable. No method of data transmission can be guaranteed against interception and other types of misuse. Although we try to keep the information you trust us with secure, we cannot guarantee complete security of your information. You are responsible for keeping your passwords confidential.

### Children

**Living10** is committed to the safety of our children. Persons under the age of 18 may not enroll as **Living10** Representatives ("Representatives" or "Reps") or register as customers. Children under the age of 13 may not purchase products through any of our Websites. **Living10** does not solicit or knowingly collect personally identifiable information from children under the age of 13.

#### Disclaimer of Warranties

ALL CONTENT INCLUDED IN OR AVAILABLE THROUGH THIS SITE (THE "CONTENT") IS PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,

ACCURACY, COMPLETENESS, AVAILABILITY, SECURITY, COMPATABILITY, AND NONINFRINGEMENT. WE DO NOT WARRANT THAT THE CONTENT IS ACCURATE, ERROR-FREE, RELIABLE OR CORRECT, THAT THIS SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVERS THAT MAKE SUCH CONTENT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THIS SITE MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. WE DO NOT WARRANT OR MAKE ANY REPRSENTAITONS REGARDING THE USE OR THE RESULTS OF THE USE OF ANY CONTENT. YOU HEREBY IRREVOCABLY WAIVE ANY CLAIM AGAINST US WITH RESPECT TO CONTENT AND ANY CONTENT YOU PROVIDE TO THIRD PARTY SITES (INCLUDING CREDIT CARD AND OTHER PERSONAL INFORMATION). WE MAY IMPROVE OR CHANGE THE PRODUCTS AND SERVICES DESCRIBED IN THIS SITE AT ANY TIME WITHOUT NOTICE. WE ASSUME NO RESPONSIBILITY FOR AND DISCLAIM ALL LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS SITE OR IN OTHER DOCUMENTS WHICH ARE REFERRED TO WITHIN OR LINKED TO THIS SITE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

The Content of the Site is not intended to, and does not, constitute legal, professional, medical or healthcare advice or diagnosis, is not intended to be a substitute for such advice, and may not be used for such purposes. Always seek the advice of your physician with any questions you may have regarding a medical condition. You should not act or refrain from acting on the basis of any of the Content included in, or accessible through, the Site without seeking the appropriate legal, medical, or other professional advice. Reliance on any information appearing on the Site is strictly at your own risk.

The Site may contain the opinions and views of other users. Given the interactive nature of the Site, we cannot endorse, guarantee, or be responsible for the accuracy, efficacy, or veracity of any content generated by other users.

### Limitation of Liabilities

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL WE, OUR LICENSORS OR LICENSEES, OR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS OR SUPPLIERS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, THAT RESULT FROM (A) THE USE OF, OR THE INABILITY TO USE, THIS SITE OR CONTENT, OR (B) THE CONDUCT OR ACTIONS, WHETHER ONLINE OR OFFLINE, OF ANY OTHER USER OF THE SITE OR ANY OTHER PERSON OR ENTITY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU, IF ANY, OR \$100 (WHICHEVER IS LESS) FOR ACCESSING OR PARTICIPATING IN ANY ACTIVITY RELATED TO THE SITE. MOREOVER, UNDER NO CIRCUMSTANCES SHALL WE, OUR LICENSORS OR LICENSEES, OR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS OR SUPPLIERS, BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM AN ACT OF FORCE MAJEURE OR CAUSES BEYOND OUR OR THEIR REASONABLE CONTROL.

WE MAY TERMINATE YOUR FURTHER ACCESS TO THE SITE OR CHANGE THE SITE OR DELETE CONTENT OR FEATURES IN ANY WAY, AT ANY TIME AND FOR ANY REASON OR NO REASON.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THESE TERMS OF USE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

### Governing Law, Jurisdiction and Venue

This Site is created and controlled by us in the State of Florida. The laws of the State of Florida govern these Terms of Use, without giving effect to any principles of conflicts of laws. You agree that any action at law or in equity arising out of or relating to these Terms of Use or the Site shall be filed, and that venue properly lies, only in the State or Federal courts located in Hillsborough County, State of Florida, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

### **General Provisions**

We make no representations that the Content on the Site is appropriate or available for use in any particular location. Those who choose to access the Site do so on their own initiative and are responsible for compliance with all applicable laws including any applicable local laws.

If any provision of these Terms of Use shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

No waiver of any provision of these Terms of Use by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

YOU AGREE THAT ANY CAUSE OF ACTION YOU MAY HAVE ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

# Contacting Us

If you have any questions about **Living10**'s Terms of Use or the practices of this site, please contact us by any of the following methods:

By Mail: Living10, Inc

14100 McCormick Drive Tampa, Florida 33626

By Email: <a href="mailto:support@Living10.com">support@Living10.com</a>

### **Effective Date**

These Terms of Use are effective as of January 1, 2019 and shall remain in effect until modified and/or updated.