

CRUNCHI WEBSITE TERMS OF USE

This agreement is between the user (“User”) of this site www.crunchi.com or any replicated sites thereof (“Site”), and Crunchi, LLC, a Florida Limited Liability Company, located at 1239 SE Indian Street, Unit 112, Stuart, FL, 34997-5633 (“Crunchi”), or used together hereafter as “Party” or the “Parties.”

By using this Site, User consents and agrees to these Terms of Use (“Terms”) and to the Crunchi Website Privacy Policy (“Privacy Policy”) in the most current revision, incorporated by reference.

If User does not agree to comply with the below terms of service, their use of this Site is prohibited.

- 1) Revisions to Terms: User understands the Terms may be revised periodically at the sole discretion of Crunchi, and agrees to abide by all such revisions. Revised Terms shall become effective at the time of posting to the Site. Continued use of the Site after the effective date of revisions shall constitute acceptance of any and all revisions.
- 2) License: Crunchi grants a limited, non-exclusive, revocable, and non-transferable license to access this Site for personal use in accordance with these Terms. Crunchi Advocates are granted use of this Site and any replicated Sites per these Terms and per the terms and conditions contained in their Agreement with Crunchi (if applicable).
- 3) Use of Site: This Site is provided by Crunchi and is available only to Users that are 18-years-of-age and older, or the age of legal majority and can enter into agreements under the law. User may use this Site to learn about Crunchi and its products and mission, to purchase Crunchi products for personal use, or to enroll as a Crunchi Advocate. User may not engage in any of the following prohibited activities: (a) copying, distributing, or disclosing any part of the Site in any medium, (b) using any automated system to access the Site, (c) phishing, transmitting spam, or transmitting any other unsolicited email or messages (d) attempting to interfere with, compromise the system integrity or security, or decipher any transmissions to or from the servers running the Site, (e) taking any action that imposes, or may impose at Crunchi’s sole discretion an unreasonable or disproportionately large load on Site infrastructure, (f) uploading invalid data, viruses, or other software agents through the Site, (g) collecting or harvesting any personally identifiable information, including account names or customer or client data, from the Site, (h) using the Site for any commercial solicitation purposes, (i) impersonating another person or otherwise misrepresenting one’s affiliation with a person or entity, conducting fraud, hiding or attempting to hide one’s identity, (j) interfering with the proper working of the Site, (k) accessing any content on the Site through any technology or means other than those provided or authorized by the Site, (l) posting or referencing offensive, unethical, or illegal content, or (m) bypassing the measures Crunchi may use to prevent or restrict access to the Site. As an Advocate, I hereby give my consent for Crunchi, LLC., to use my photograph and likeness in all forms and media for advertising, trade and any other lawful purposes.

4) Account Security: Crunchi works hard to safeguard the security of Users' personal information. However, Crunchi cannot guarantee that unauthorized third parties will never be able to defeat the Site's security measures or use any personal information provided by User for improper purposes. Users acknowledge that they use this Site and provide their personal information at their own risk.

5) Content Uploaded: User retains all ownership rights to content uploaded to the Site. However, by submitting content to the Site, User grants Crunchi a worldwide, non-exclusive, royalty-free, sub licenseable, and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the content in connection with the Site and Crunchi's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Site (and derivative works thereof) in any media formats and through any media channels. Crunchi reserves the right, but is not obligated, to monitor and/or review all content posted to the Site or through the Site's services by Users; and, Crunchi is not responsible for any such postings by Users. Crunchi reserves the right to remove content or postings it finds objectionable or in violation of these Terms.

6) Links: The Site may contain links to third-party websites or resources. User acknowledges and agrees that Crunchi is not responsible or liable for: (a) the availability, accuracy, safety, privacy, or security of such websites or resources, or (b) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Crunchi of those websites or resources. User acknowledges sole responsibility for, and assumes all risk arising from, their use of any such websites or resources.

7) Third Party Content: Through the Site, User may have the ability to access and/or use content provided by third parties. Crunchi cannot guarantee that such third party content will be free of material User may find objectionable or otherwise. Crunchi disclaims any responsibility or liability related to User's access or use of any third party content.

8) Intellectual Property: The name "Crunchi" and the design, trademarks, service marks, and logos of the Site are owned by or licensed to Crunchi, subject to copyright and other intellectual property rights under United States or international laws. In addition, all page headers, custom graphics, button icons, and scripts are service marks and/or trademarks of Crunchi, and may not be copied, imitated, or used, in whole or in part, without prior written permission from Crunchi. Crunchi reserves all rights not expressly granted in and to the Site. Further, any other names that may be adopted by Crunchi are the sole property of Crunchi and are, or may be, proprietary trade names, trademarks, and/or service marks of Crunchi. Crunchi will not allow the use or copying of its trade names, trademarks, designs, symbols, logos, or any derivatives of such marks, by any person or entity, without prior written permission. This includes, but is not limited to, unauthorized use in any email addresses, website domain names, replicated websites, applications, videos, banners, flyers, signage, social media accounts, social media names, or addresses. Users shall have no right to, and specifically agree not to (a) attempt to transfer, assign or sublicense any license rights received under these Terms to any other party; (b) make error corrections to or otherwise modify or adapt the Site or create derivative works based upon the Site, or to permit third parties to do the same; or (c) decompile, decrypt, reverse engineer,

disassemble or otherwise reduce any portion of the Site to human-readable form to gain access to trade secrets or confidential information in the Site. Crunchi may bring an action before the courts seeking a restraining order, temporary or permanent injunction, or other equitable relief to protect its intellectual property rights.

9) Privacy: For information about how Crunchi collects, uses, and shares User information, please refer to the Privacy Policy that is available on the Site. Users agree that by using the Site they consent to the collection, use, and sharing of such information; including, the transfer of this information to the United States and/or other countries for storage, processing, and use by Crunchi.

10) Advocates as Replicated Website Users: If User is a Crunchi Advocate and is using a replicated website, it is their responsibility to maintain the confidentiality of any passwords given to them, or chosen by them, and to report to Crunchi immediately if the password is lost or stolen; if there is any change in authorization or access for use of the password; if their registered authorizations are revoked; or, if their use of the Site is compromised, hacked, or otherwise negatively impacted. Users agree they will not share or give passwords to any other party.

11) Prize Draws, Contests, or Promotions: Crunchi may occasionally promote competitions, promotions, contests, prize draws, or other similar opportunities on the Site ("Contests"). If User wishes to participate in any of these Contests, then User does this at their own responsibility. Users must be 18-years-of-age or older to participate in any Contests. Contests require no entry fees or product purchases for participation. Prizes are non-transferrable and are unable to be redeemed for cash or credit. In accordance with any applicable laws, User agrees to take part in any promotional and publicity activity in connection with the Contest at Crunchi's request and consents to their name, location, and photograph being published for the purposes of the Contest and promotional activity related thereto. Crunchi shall own all right, title, and interest in and to all Crunchi property, Crunchi confidential information, work product, documentation, and all derivatives, modifications, and improvements thereof, including all patents, trademarks, copyrights, trade secrets and other intellectual property rights.

12) Termination: Crunchi may terminate or suspend User's access to or ability to use the Site immediately, without prior notice or liability, for any reason, including breach of this agreement; especially, for misuse of the Site or copyright infringement. Upon termination User's right to use or access the Site will immediately cease. Termination of User access to and use of the Site shall not free User of any obligations arising prior to termination or limit any liability that User otherwise may have to Crunchi.

13) Disclaimers: The Site is provided "as is," without any warranties of any kind. To the fullest extent permissible under applicable law, Crunchi disclaims all such warranties, express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, freedom from errors, suitability of content, or availability.

14) Indemnification: User shall indemnify and hold harmless Crunchi and its managers, partners, employees, assigns, and/or agents from and against all allegations, claims, actions, suits, demands, damages, including consequential and exemplary, liabilities, obligations, losses, settlements, judgements, costs, and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to, or result from use of the Site or reliance on the Site. User agrees to cooperate and assist Crunchi in the defense or settlement of any claims.

15) Governing Law: This Agreement will be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of laws.

16) Jurisdiction: In all actions before the courts, the parties consent to exclusive jurisdiction and venue before the appropriate court residing in Martin County, Florida.

17) Mediation/Arbitration: In the event of a dispute between User and Crunchi arising from, or relating to, use of the Site, or the rights and obligations of either Party, the parties shall attempt in good faith to resolve the dispute through nonbinding mediation. Crunchi shall not be obligated to engage in mediation. If the parties are unsuccessful in resolving the dispute through mediation, the dispute shall be settled totally and finally by binding arbitration by the American Arbitration Association ("AAA"). Each Party will be responsible for paying any AAA filing, administrative, and arbitrator fees in accordance with AAA rules. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this section shall prevent either Party from seeking injunctive or other equitable relief from the courts for matters related to data security, intellectual property, or unauthorized access to the Site.

18) Statute of Limitations: If User wishes to bring an action against Crunchi for any act or omission relating to or arising from use of the Site, such action must be brought within one (1) year from the date of the alleged conduct giving rise to the cause of action, or the shortest time permissible under state law. Failure to bring such action within such time shall bar all claims against Crunchi for such act or omission.

19) Limitation of Liability: To the fullest extent permitted by applicable law, in no event shall Crunchi be liable for any direct, special, exemplary, indirect, or consequential damages of any kind, whether arising in an action in contract, tort (including but not limited to negligence), or any other damages arising out of or in any way connected with the use of or inability to use the Site. This includes, without limitation, any damages caused by or resulting from reliance by User on any information obtained from Site, or that results from mistakes, disruptions, malfunctions, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance. Further, Crunchi will not be liable for damages caused to User's computer, device, facility, software or hardware and/or loss of information from use of the Site.

20) Waiver: Any waiver by the Parties of any breach of the Terms must be in writing and signed by an authorized agent of the Party against which the waiver is asserted. Any waiver of a

breach by a Party shall be a one-time waiver only and shall not operate or be construed as a waiver of any subsequent breach.

21) Mutual Waiver of Consequential Damages: The Parties waive all claims against each other for all consequential damages arising out of or relating to the Terms. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination.

22) Submission of Ideas to Crunchi: Users will not be compensated for unsolicited submissions of business, product, or creative ideas or materials. If User, or anyone, submits any creative suggestions, ideas, notes, drawings, concepts, designs, formulas, artwork, photos, or other information, they assign all rights in and to them without compensation or payment of any kind. This also applies to submissions made as part of any and all Contests. Users, or others, that wish to submit a creative suggestion as listed above should contact the Crunchi corporate offices for more details and to complete required paperwork.

23) Photo and Information Authorization: Through use of the Site, User grants Crunchi the right to add its name and/or company logo to Crunchi's customer or client list and Site. User further authorizes Crunchi to reproduce and use their name and likeness in any or all of its publications, including but not limited to, a photograph, video, web postings, comments, personal story, online forums, testimonial, and/or likeness in advertising or promotional materials. User irrevocably authorizes Crunchi to edit, alter, copy, exhibit, publish, or distribute this for any lawful purpose. User waives any right to inspect or approve the finished product and waives any right to royalties, or other compensation, arising from, or related to, such use. User understands that all such uses will become the property of Crunchi. User will hold harmless, release, and discharge Crunchi from all claims, demands, and causes of action which may arise by reason of this authorization. All of the above shall be construed in accordance with any applicable laws.

24) Communication with Users: User authorizes Crunchi to contact and/or notify User about its products, services, Contests, or other such topics deemed of interest by Crunchi in accordance with all applicable laws.

25) Force Majeure: Crunchi will not be liable for failure of, or delay in, performing its obligations under the Terms if such failure or delay is the result of an act of God. Crunchi will make every reasonable attempt to minimize delay of performance.

26) Severability: If any provision of the Terms is held to be invalid or unenforceable, such provisions may be severed, and the severed provision shall be reformed only to the extent necessary to make it enforceable. The balance of the Terms will remain in full force and effect.

27) Integration: The Terms, in its current form, and as amended by Crunchi at its discretion, constitutes the entire contract between Crunchi and User. Any promises, representations, offers, or other communications not expressly set forth in the Terms are of no force or effect.

28) Notice: Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, or (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows: Crunchi, LLC, Attn: Manager, 1239 SE Indian Street, Unit 112, Stuart, FL 34997-5633.

29) Copies: An electronic, scanned, faxed, or emailed copy of the Terms shall be considered an original and shall be legal and binding.

30) Comments: Comments, questions, feedback, or inquiries may be directed to Crunchi corporate offices at (888) 831-3133 or to it@crunchi.com.