



TERMS AND CONDITIONS OF ACCESS AND USE

This Terms and Conditions of Access and Use Agreement (the “Agreement”) describes the terms and conditions and the general principles applicable to your access and use of websites, social media sites, pages, e-newsletters, surveys, forums, ratings and reviews, accounts and applications owned, operated or licensed by or on behalf of Life Expert Now, as well as our subsidiaries (“Life Expert Now Sites”). If you do not agree to these terms and conditions of access and use, you should not access or use any Life Expert Now Site.

By accessing or using a Life Expert Now Site, you intend to and expressly agree to be bound by all the terms and conditions of this Agreement and the Privacy Policy, which include those terms and conditions expressly set out below and those incorporated by reference. Life Expert Now reserves the right to change or modify any of the terms and conditions contained in this Agreement at any time and in its sole discretion without further notice, effective upon including the revisions on a Life Expert Now Site. Your continued use of a Life Expert Now Site following the changes or modifications will constitute your acceptance of such changes or modifications. Therefore, you should frequently review this Agreement and the Privacy Policy from time-to-time to understand the terms and conditions that apply to your access and use of a Life Expert Now Site.

GENERAL TERMS

1. Use of Site

In consideration of your acceptance of this Agreement and the Privacy Policy, Life Expert Now grants you a limited non-exclusive revocable license to access and make personal and non-commercial use of the Life Expert Now Sites, provided you do not modify, alter, or download (other than page caching) any portion of it unless otherwise specifically provided herein or you have obtained written authorization in advance from Life Expert Now. The permission granted to you shall terminate automatically and immediately if you breach any of the terms and conditions set forth in

this Agreement. Life Expert Now reserves the right to modify or remove any materials, products, or services listed on the Life Expert Now Sites at any time without further notice. All rights not expressly granted herein are expressly reserved by Life Expert Now.

2. Prohibited Use of Site

You shall not make any commercial use of the Life Expert Now Sites or their contents, product listings, descriptions, or prices. You further agree not to download or copy any content or product information for the benefit of any third party or use any data mining, robots, or similar data gathering and extraction tools. The Life Expert Now Sites, or any portion thereof, may not be reproduced, duplicated, copied, displayed, sold, resold, visited, or exploited for any commercial purpose without the express written consent of Life Expert Now. You agree not to interfere, disrupt, or attempt to gain unauthorized access to the Life Expert Now Sites, or any other related computer network. You further agree not to disseminate, store, or transmit viruses, Trojan horses, or any malicious code or program or engage in any other activity deemed by Life Expert Now to be in conflict with the spirit or intent of this Agreement. You agree to use the Life Expert Now Sites only for lawful purposes. You are prohibited from posting on or transmitting through the Life Expert Now Sites any material or content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, or offensive, or that is otherwise objectionable, including, but not limited to, any material or content encouraging conduct that may constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law. Life Expert Now reserves the right to remove any postings or content in violation of this Agreement.

3. Equipment

You shall be solely responsible for providing, maintaining, and ensuring compatibility with the Life Expert Now Sites including all hardware, software, electrical and other physical requirements for your use of the

Life Expert Now Sites, including, without limitation, telecommunications, Internet access connections, web browsers or other equipment, and programs and services required to access and use the Life Expert Now Sites.

4. Correction of Errors and Inaccuracies

The information on this website may contain typographical errors or inaccuracies and may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies, or omissions and to change or update information at any time without prior notice (including after you have submitted your order). Please note that such errors, inaccuracies, or omissions may relate to product description, pricing and availability. We apologize for any inconvenience this may cause you.

5. Accessibility

You acknowledge and agree that at times the Life Expert Now Sites may be inaccessible or inoperable for any reason whatsoever, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Life Expert Now may undertake from time to time; or (iii) causes which are beyond the control of Life Expert Now or which are not reasonably foreseeable.

INTELLECTUAL PROPERTY

1. Trademarks

The trademarks, service marks, brand names, and logos appearing on the Life Expert Now Sites (“Marks”) are owned or licensed by Life Expert Now. Nothing herein shall be construed as granting any license or right to use the Marks without the express written permission of the owner. You may not frame or utilize framing techniques to enclose any Marks or use any meta tags or any other “hidden text” utilizing the Marks without the express written consent of Life Expert Now.

2. Copyrighted Works

Copyrights in content provided on the Life Expert Now Sites, including, but not limited to, images, video, photos, electronic art, animations, graphics, sounds, audio, information and data, communication programs, electronic mail services, and user interfaces, executable code, and data formatted, organized, and collected in a variety of forms, including layouts, pages, screens, directories, and databases (hereafter “Copyrighted Works”) are exclusively owned or licensed by Life Expert Now and are protected by U.S. and international copyright laws. Except as stated herein, you agree that you will not copy, reproduce, modify, alter, create derivative works from, distribute, display, post, or transmit any Copyrighted Works (except for your personal, private, non-commercial use) in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of Life Expert Now and any appropriate third party as applicable.

3. Copyright Infringement

If you are a copyright owner or an agent thereof and believe that any content on the Site infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing Life Expert Now with the following information in writing (see 17 U.S.C Section 512(c)(3) for further detail):

1. physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
3. identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit Life Expert Now to locate the material.

4. information reasonably sufficient to permit Life Expert Now to contact you, such as an address, telephone number, and, if available, an electronic mail.
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 you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You may contact Life Expert Now's designated Copyright Agent by calling 404-767-0064 or by writing to Life Expert Now, 7100 Foundry Row, Suite 288-103, Liberty Township, OH 45069.

4. News Media Exception to Advance Written Permission

Notwithstanding anything to the contrary herein, images from the Life Expert Now Image Gallery, videos from the Life Expert Now Video Gallery, and product images and logos provided in the Life Expert Now Image Resource Library may be reproduced (but not modified or altered) by news reporting organizations for news reporting purposes, without advance prior written permission from Life Expert Now, provided the reproduction is accompanied by notice that it has been reproduced with permission from Life Expert Now.

5. Confidential Information

Do not use the Life Expert Now Sites as a means of submitting information you consider to be confidential or proprietary unless you are placing an order, in which case some personal information is required. You grant Life Expert Now a non-exclusive license to use any review or feedback content that constitutes a "covered communication" as defined in the Consumer Review Fairness Act ("Review"). Except as otherwise expressly provided herein or in a written agreement with Life Expert Now applicable to your particular use of a Life Expert Now Site, you agree that any material that does not constitute a Review, including but not limited to questions,

comments, suggestions, ideas, inventions, plans, notes, drawings, photos, original or creative materials or other information, provided by you in the form of e-mail or submissions to Life Expert Now, or postings on the Life Expert Now Sites (herein “Material”), are non-confidential (subject to the Life Expert Now Privacy Policy) and will be considered a contribution to Life Expert Now for its free and further use in its sole discretion. Life Expert Now shall be entitled to the unrestricted use of Material for any purpose, commercial or otherwise, without any compensation to you.

LINKS

The Life Expert Now Sites may provide links to other websites maintained by third parties. You acknowledge and agree that such links are provided for your convenience only and do not reflect any endorsement, affiliation, relationship, or sponsorship by Life Expert Now with respect to the provider of such linked site or the quality, reliability, or any other characteristic or feature of such linked site. You further acknowledge and agree that Life Expert Now is not responsible in any manner (including without limitation with respect to any loss or injury you may suffer) for any matter associated with the linked site, including without limitation, the content provided on or through any such linked site or your reliance thereon. LIFE EXPERT NOW MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY LINKED SITE. YOUR USE OF ANY LINKED SITE IS SOLELY AT YOUR OWN RISK. In addition, you should be aware that your use of any non- Life Expert Now Site is subject to the terms and conditions applicable to that site, including the privacy policies of such site. If a third-party links to a Life Expert Now Site, it is not necessarily an indication of endorsement, affiliation, relationship, or sponsorship by or with Life Expert Now. Life Expert Now may not even be aware that a third party has linked to the Life Expert Now Site.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL LIFE EXPERT NOW, OR ITS PARENTS, SUBSIDIARIES, RELATED COMPANIES, AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, CONTRACTORS, SERVICE PROVIDERS AND AFFILIATES BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT OR YOUR USE OF THE LIFE EXPERT NOW SITES, INCLUDING, WITHOUT LIMITATION, YOUR USE OR INABILITY TO USE A LIFE EXPERT NOW SITE, ANY CHANGES TO OR INACCESSIBILITY OF A LIFE EXPERT NOW SITE, DELAY, FAILURE, UNAUTHORIZED ACCESS TO OR ALTERATION OF ANY TRANSMISSION OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, ANY TRANSACTION OR AGREEMENT ENTERED INTO THROUGH A LIFE EXPERT NOW SITE, OR ANY DATA OR MATERIAL FROM A THIRD PERSON ACCESSED ON OR THROUGH A LIFE EXPERT NOW SITE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT, OR OTHERWISE.

INDEMNIFICATION

You agree to indemnify, hold harmless, and defend Life Expert Now, its parents, subsidiaries, related companies, affiliates, directors, officers, employees, successors, assigns, contractors, service providers and agents from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by any person, arising out of, or relating to: (i) this Agreement; (ii) your use of a Life Expert Now Site, including any data or work transmitted or received by you; and (iii) any prohibited use of a Life Expert Now Site. Termination This Agreement is effective upon your acceptance as set forth herein and shall continue in full force until terminated. Life Expert Now reserves the right, in its sole discretion and without notice, at any time and for any reason, to: (i) remove or disable access to all or any portion of any Life Expert Now Site; (ii) suspend your access to or use of all or any portion of

any Life Expert Now Site; and (iii) terminate this Agreement. Sections 1, 2, 3, 4, 6, 7, 8, 9, and 10, shall survive any termination of this Agreement.

MISCELLANEOUS

1. Waiver

No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

2. Severability

If any provision of this Agreement is determined to be illegal or unenforceable, then such provision will be enforced to the maximum extent possible, and the other provisions will remain fully effective and enforceable.

3. Law

This Agreement is made in and shall be governed and construed by the laws of the State of Ohio, United States of America, without reference to conflicts of laws. If you access a Life Expert Now Site from locations outside Ohio or the United States, you are voluntarily and purposefully availing yourself of the laws of the State of Ohio, United States of America, and you are solely responsible for compliance with all your local laws. Access to any Life Expert Now Site from locations where such Site's contents may be unlawful is prohibited.

4. Forum

All actions, claims, or disputes arising under or relating to this Agreement shall be brought in the federal or state courts located in Liberty Township, Ohio. You irrevocably submit and consent to the exercise of subject matter

jurisdiction and personal jurisdiction over you by the federal and/or state courts in Liberty Township, Ohio. You hereby irrevocably waive all objections which you may now or hereafter have to the exercise of personal and subject matter jurisdiction by the federal or state courts in Liberty Township, Ohio and to the laying of venue of any such suit, action, or proceeding brought in any such federal or state court in Liberty Township, Ohio.

5. Headings

The captions and headings of this Agreement are included for ease of reference only and shall be disregarded in interpreting or construing this Agreement.

6. Entire Agreement

This Agreement constitutes the complete and exclusive statement of the agreement between the parties and supersedes all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties.

PASSWORD PROTECTED SITES

If you access a password-protected Life Expert Now Site (“Protected Site”), you represent that you have been granted access by Life Expert Now and agree to take all reasonable precautions to safeguard the confidentiality of the content and all information accessed on the Protected Site, including without limitation the password (collectively, the “Proprietary Information”), exercising at least a degree of care suitable for the sensitivity of such information but in no instance less than reasonable care. You agree to immediately notify Life Expert Now of any unauthorized use or disclosure of the Proprietary Information, and to take all necessary actions to prevent use or disclosure of the Proprietary Information in breach of this Agreement or applicable law.

When accessing a Protected Site, you are entirely responsible for maintaining the confidentiality of your password and account and for all activities that occur under your account. You agree to (a) immediately notify Life Expert Now of any unauthorized use of your account or any other breach of security of which you become aware, and (b) exit completely from your account at the end of each online session. Life Expert Now will not be liable for any loss that you or your employer may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by Life Expert Now or another party due to someone else using your account or password. You may not use anyone else's account at any time without the permission of the account holder.