

# TERMS OF USE

## ManifestExcellence.com

These Terms of Use shall govern the use of the services and information (collectively, the "Service") offered by Manifest Excellence, LLC (the "Company") on this web site, and all associated web pages, applications and services (the "Site"). Please read these Terms of Use before using the Site. Use of the Site constitutes an agreement to all terms and conditions in these Terms of Use. By using this Site you represent, warrant, understand, agree to and accept all terms and conditions contained in these Terms of Use. **If you object to anything in these Terms of Use or the Privacy Policy, do not use the Site or the Service.** These Terms of Use are subject to change at any time, effective upon posting on the Site, and your use of the Service after such posting will constitute acceptance by you of such changes.

### General Terms

The Company supports people in improving personal wellness by addressing the five key areas that impact health. We combine over 20 years of experience in traditional health promotion with a holistic and comprehensive wellness philosophy. This innovative combination creates effective tools and strategies for creating optimal health and wellness.

Our informative and encouraging presentations assist participants in taking effective steps toward total wellness. We also recognize that social relationships significantly impact personal health and wellbeing. Our comprehensive presentations include strategies for improving family wellness, workplace wellness, and community wellness as part of creating a total personal wellness program.

**The intent of this Site is to offer general information to assist with your quest for knowledge. The information is not intended to diagnose, advise, or prescribe. Because each person is unique, it is best to receive personalized health and wellness advise. Contact your healthcare provider before starting or changing any healthcare regimen and when you have health questions and concerns.**

This Site provides a communications platform describing the services provided by the Company and for visitors to the Site ("Users") to communicate with us and with each other. All Users do hereby expressly agree not to hold the Company or its agents, assigns, representatives, advertisers or employees) liable for any instruction, advice, act, omission, or services delivered which originated through the Site and the Company expressly disclaims any liability whatsoever for any damage, suits, claims, and/or controversies that have arisen or may arise, whether known or unknown therefrom.

## Public Areas

If the Site contains profiles, email systems, blogs, message boards, applications, job postings, chat areas, news groups, forums, communities and/or other message or communication facilities ("Public Areas") that allow a User to communicate with any other User, Users do hereby expressly represent, understand and agree to use such community areas only to send and receive messages and material that are relevant and proper to the applicable forum. Any usage of the Site by any User that The Company finds inappropriate and/or offensive in its sole discretion may result in immediate suspension or revocation of the privilege to use this Site. The Company reserves the right to revoke or suspend the privilege of any user to use this Site at any time and at its sole discretion whether for any reason or no reason at all. Users agree not to:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as, but not limited to, rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any profane, defamatory, infringing, obscene or unlawful topic, name, material or information.
- Use the Site for any purpose which is in violation of local, state, national, or international law.
- Upload files that contain software or other material that violates the intellectual property rights (or rights of privacy or publicity) of any third party.
- Upload files that contain viruses, corrupted files, or any other similar software or services that may damage the operation of another's computer.
- Advertise or offer to sell any goods or services for any commercial purpose on the Site which are not relevant to the services offered on the Site.
- Conduct or forward surveys, contests, pyramid schemes, or chain letters.
- Impersonate another person or allow any other person or entity to use User's identification to post or view comments.
- Post the same note repeatedly (referred to as 'spamming'). Spamming is strictly prohibited.
- Download any file posted by another User that a User knows, or reasonably should know, cannot be legally distributed through the Site.
- Restrict or inhibit any other User from using and enjoying the Public areas.

## Links and Account Information

To the extent this Site provides registration and maintenance of an account, all Users do hereby agree to be the sole, authorized user of their account, and to be responsible for all use of their account. The Company has no control over the use of any User's account and expressly disclaims any liability derived therefrom. Should any user suspect that any unauthorized party may be using their account, User does hereby agree to contact The Company immediately. Links (such as hyperlinks) from the Company to other sites on the Web do not constitute the endorsement by the Company of those sites or their content. User acknowledges that these links are provided as an information service, for

reference and convenience only. It is the responsibility of the user to evaluate the content and usefulness of the information obtained from other sites. User acknowledges that the Company does not control such websites, and is not responsible for their content, and that the existence of such links on the Site to such websites (including without limitation external websites that are framed by the Site as well as any advertisements displayed in connection therewith) does not mean that the Company endorses any of the material on such websites, or has any association with their operators. Users further acknowledge that use of any website controlled, owned or operated by third parties is governed by the terms and conditions of use for those websites, and not by the Company's Terms of Use and Privacy Policy. User agrees that User accesses such third-party websites at User's own risk. The Company expressly disclaims any liability derived from the use and/or viewing of any websites or other material associated with links that may appear on this Site. All users do hereby agree to hold the Company harmless from any liability that may result from the use of links that may appear on the Site.

### COPPA Compliance

This Site is intended for people 18 or older. We have also made an effort to specifically limit the Site's appeal to people of age 18 or older. The Company will not knowingly collect any information from children under the age of 13. You must identify your age during the registration process. The Company takes the Children's Online Privacy Protection Act of 1998 (COPPA) as well as all FTC regulations very seriously, and our policies and procedures are designed to maintain strict compliance with the Rules and Regulations set forth thereunder. That being said, the Company does not assume any responsibility for any misrepresentations regarding the age of any User made in connection with any User's registration for or use of the Site. We reserve our right to terminate without notice the membership of any User if we believe that the User has provided any false information to us when registering for or using this Site.

### **Specific Terms and Conditions**

#### Information Provided by Users

Users are responsible for providing accurate, timely and complete information to the Company in connection with their registration for and use of the Site. The Company is not responsible for any claims relating to any inaccurate, untimely, or incomplete information provided to us. Users represent and warrant that they are the owner or a licensee or otherwise have the right to provide any information or materials (including pre-existing materials) that they post or transmit for use in Public Areas. Users hereby grant the Company an irrevocable, royalty-free, perpetual, non-exclusive worldwide license to use, copy, display, modify, edit, create derivative works from and distribute any information or materials they post in Public Areas. As set forth in the Company's Privacy Policy, any submissions to Public Areas will be public, and the Company will not be responsible for the action of other Users with respect to any information or materials

posted in Public Areas.

## Your Information

"Your Information" is defined as any information you provide to us or other Users through the Site. You are solely responsible for your Information, and we act as a passive conduit for your online distribution and publication of Your Information. With respect to your Information, you hereby represent and warrant to the Company that your Information (or any items or contents listed therein): (a) shall not be false, inaccurate or misleading; (b) shall not be fraudulent or involve the sale of counterfeit or stolen items; (c) shall not infringe any third party's copyright, patent, trademark, trade secret or other proprietary right or rights of publicity or privacy; (d) shall not violate any law, statute, ordinance, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (e) shall not be defamatory, libelous, unlawfully threatening, or unlawfully harassing; (f) shall not be obscene or contain child pornography or be harmful to minors; (g) shall not contain any viruses, Trojan Horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (h) shall not create liability for the Company or cause the Company to lose (in whole or in part) the services of our ISPs or other partners or suppliers. Solely to enable the Company to use the information you supply us with, so we are not violating any rights you might have in that information, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise the copyright, publicity rights, and any other rights you have in your Information, in any media now known or not currently known. The Company will only use your Information in accordance with our Privacy Policy.

## Indemnification

By agreeing to the terms of these Terms of Use, Users agree to indemnify, defend, and hold harmless the Company, its directors, officers, employees, agents, licensors, attorneys, independent contractors, providers, subsidiaries, and affiliates from and against any and all claim, loss, expense or demand of liability, including attorneys' fees and costs incurred by the and affiliates in connection with any claim by a third party (including, but not limited to, an intellectual property claim) arising out of (i) materials and content Users submit, post or transmit through the Site, or (ii) use of the Site in violation of these Terms of Use or in violation of any applicable law. Users further agree that they will cooperate as reasonably required in the defense of such claims. The Company and affiliates reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Users, and Users shall not, in any event, settle any claim or matter without the written consent of the Company.

## Effectiveness; Termination

These Terms of Use will become effective immediately upon any use by any User of the Site. The Company may terminate a User's membership in the Service by providing the affected User or Users with written or email notice of such termination, which shall be effective immediately upon delivery of such notice to the User or Users. Furthermore, the Company may terminate a User's membership in the Service immediately for any breach of these Terms of Use or any applicable policy of the Company as posted on the Site from time to time. All decisions regarding the termination of accounts shall be made in the sole discretion of the Company. The Company is not required to provide any User with notice prior to terminating the User's membership and/or subscription. The Company is not required to disclose, and may be prohibited from disclosing, a reason for the termination of the User's account. Even after the User's membership or subscription is terminated, these Terms of Use will remain enforceable against such terminated User. All terms that by their nature may survive termination of these Terms of Use shall be deemed to survive such termination.

## Intellectual Property Rights

All text, graphics, editorial content, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, designs, typefaces and other content (collectively "Proprietary Material") on the Site is owned by the Company or is used with permission. This Proprietary Material is protected in all forms, media and technologies now known or hereinafter developed. The Company owns all Proprietary Material as well as the coordination, selection, arrangement and enhancement of such Proprietary Materials as a Collective Work under the United States Copyright Act, as amended. Except as expressly provided in the Terms of Use, Users may not copy, download, use redesign, reconfigure, or retransmit anything from the Site without the Company's prior express written permission. Furthermore, Users are not allowed to post or distribute any material that they do not own, or which they do not have permission to use. Violation of this policy may result in copyright, trademark or other intellectual property rights violations and liability, and subject Users to termination from the use of this Site or civil or criminal penalties. In addition, the Site contains material protected by the domestic and international laws of copyright, patents, and other proprietary rights and laws. Any use of such Proprietary Material, other than as permitted therein, is expressly prohibited without the prior permission of the Company and/or the relevant right holder.

## Notice of Trademark Rights

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## Privacy

The Company's Privacy Policy located on this Site as modified by the Company from time to time shall govern any disclosure or use of User's personal information. By using this Site, you do hereby represent, understand and agree that you have reviewed and agree to those terms.

## Copyright Complaints and Copyright Agent

The Company respects the intellectual property of others, and asks Users to do the same. The Company is in compliance with the Digital Millennium Copyright Act. In order to protect intellectual property from misuse, the Company asks Users to help us. If Users believe, in good faith, that any materials on the Site infringe upon Users' copyrights, please provide the Company's Copyright Agent with the following information:

1. An electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest;
2. A description of the copyrighted work that you claim has been infringed, including the URL (Internet address) or other specific location on the Site where the material you claim is infringed is located. Include enough information to allow the Company to locate the material, and explain why you think an infringement has taken place;
3. A description of the location where the original or an authorized copy of the copyrighted work exists -- for example, the URL (Internet address) where it is posted or the name of the book in which it has been published;
4. Your address, telephone number, and e-mail address;
5. 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 the law.
6. A statement by you, made under penalty of perjury, that the information in your Notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf.

The Company's Copyright Agent for Notice of Claims of Copyright Infringement can be reached at the following information: by mail, Copyright Agent, Manifest Excellence, LLC, 208 Eagle Valley, Suite 170, East Stroudsburg, PA 18301. The Company will terminate access to the Site of those who engage in repeated acts of infringement.

## Limited License

The Company grants Users a nonexclusive, revocable right to use the Site provided that Users do not (i) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, (ii) modify or attempt to modify the Site in any manner or form, or (iii) violate any term in these Terms of Use.

## Modifications to the Site

The Company reserves the right in its sole discretion to review, improve, modify or discontinue, temporarily or permanently, the Site or any content or information on the

Site with or without notice to the User. Users have the same rights with regard to their self-generated content on the Site. Users agree that the Company shall not be liable to User or any third party for any modification or discontinuance of the Site.

#### User account, password and security

Users are responsible for maintaining the confidentiality of any password and account number provided by themselves or the Company for accessing the Site, and are fully responsible for all activities that occur under User's password or account. User agrees to immediately notify the Company of any unauthorized use of Users' password or account or any other breach of security.

#### Disclaimer of Warranties

USER EXPRESSLY AGREES THAT THE USE OF THIS SITE IS AT THE USER'S SOLE RISK. NEITHER THE COMPANY NOR ITS AFFILIATES OR LICENSORS WARRANT THAT ACCESS TO THE SITE WILL BE UNINTERRUPTED OR THAT THE SITE WILL BE ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE OR MERCHANDISE PROVIDED THROUGH THE SITE. THE COMPANY IS NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE WEBSITE OR SERVICE. THE SITE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER THE COMPANY NOR ITS AFFILIATES OR LICENSORS WARRANT OR GUARANTEE THE TIMELINESS, ACCURACY OR COMPLETENESS OF THE INFORMATION APPEARING ON THE SITE. ADDITIONALLY, THERE ARE NO WARRANTIES AS TO RESULTS OF ANY USER'S USE OF THE INFORMATION AVAILABLE ON OR VIA THE SITE. THE COMPANY AND ITS AFFILIATES DO NOT WARRANT THAT THE SITE IS FREE FROM VIRUSES, WORMS, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS. THE COMPANY AND ITS AFFILIATES TAKE REASONABLE MEASURES TO ENSURE THAT THE INFORMATION PROVIDED BY USERS IS DISCLOSED ONLY TO THOSE PERSONS SPECIFIED BY USERS. THE COMPANY AND ITS AFFILIATES CANNOT AND DO NOT, GUARANTEE THAT THE PERSONAL INFORMATION ENTERED BY USERS WILL NOT BE MISAPPROPRIATED, INTERCEPTED, DELETED, DESTROYED OR USED BY OTHERS. USERS AGREE NOT TO HOLD THE COMPANY OR ITS AFFILIATES LIABLE FOR ANY LOSS OR DAMAGE OF ANY SORT INCURRED AS A RESULT OF ANY SUCH MISAPPROPRIATION, INTERCEPTION, DELETION, DESTRUCTION OR USE OF INFORMATION PROVIDED BY USERS THROUGH THE SITE. THE COMPANY AND AFFILIATES SHALL NOT BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING FROM THE USE OR INABILITY TO USE THE SITE.

## Limitation of Liability

Under no circumstances will The Company or its affiliates be liable to Users for any indirect, incidental, consequential, special or exemplary damages arising from any provision of these Terms of Use or any violation of any provision of these Terms of Use. Furthermore, the aggregate liability of the Company or its affiliates arising with respect to these Terms of Use and the Site will not exceed the total amounts paid by any User in the previous twelve (12) months under these Terms of Use. Any notice or other communication to be given hereunder will be in writing and given by facsimile, postpaid registered or certified mail return receipt requested, or electronic mail.

## Arbitration

Any controversy or claim arising out of or relating to an alleged breach of these Terms of Use or the operation of this Site shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association before a single arbitrator. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in East Stroudsburg, Pennsylvania and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Either you or Company may seek any interim or preliminary relief from a court of competent jurisdiction in Monroe County, Pennsylvania, necessary to protect the rights of property for you or Company pending the completion of arbitration.

## General Provisions

Failure by Company to enforce any provision(s) of these Terms of Use shall not be construed as a waiver of any provision or right. These Terms of Use, and all other aspects of use of the Site, shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws rules. Any controversy or claim that is not subject to the Arbitration provision set forth in these Terms of Use, other than action for a specific performance or for injunctive relief brought by the Company, shall be exclusively brought in the federal, state, or local courts located in Monroe County, Pennsylvania; and, with regard to such claims and disputes, Users hereby irrevocably (i) submit to the exercise of personal jurisdiction over them by these courts, and (ii) waive any jurisdictional, venue or inconvenient forum objections to such courts. These Terms of Use constitute the entire agreement between Users and the Company with respect to the Site. If any provision of these Terms of Use is found to be invalid or unenforceable, the remaining provisions shall be enforced to the fullest extent possible, and the remaining Terms of Use shall remain in full force and effect. These Terms of Use inure to the benefit of the Company, its successors and assigns.

## Amendments

The Company may amend these Terms of Use from time to time, with such amendments to be effective upon posting on the Site.

Revision Date: September 27, 2010