

# Website Terms and Conditions of Use

## PLEASE READ CAREFULLY

Welcome to our web site (the "Site"). Your access to and use of the Site is subject to these Terms and Conditions of Use ("Terms of Use") and all applicable laws. The Site is operated by AstaReal, Inc. ("AstaReal") from its offices within the United States. AstaReal makes no representation that content, materials or information made available on or accessed through the Site are appropriate or available for use in other locations, and access to them from territories where their contents are illegal is prohibited. AstaReal may change or modify these Terms of Use, in whole or in part, at any time by updating this posting without prior notice or liability to users. By accessing, browsing and/or using the Site, including all content, materials and information made available on or accessed through the Site whether you are a "Visitor" (which means that you simply browse the Site) or a "Registered User" (which means that you have registered with AstaReal) you acknowledge that you have read, understood and agree to be bound by these Terms of Use and to comply with all applicable laws. The term "you" or "user", as used in these Terms of Use, refers to a Visitor or a Registered User .

## PROPRIETARY RIGHTS

The Site and its contents, including text, graphics, images, photographs, illustrations, videos, audio, code, data, trademarks, service marks, logos, taglines, slogans, trade names and other material, made available on or accessed through the Site (collectively, the "Materials") and any and all intellectual property and proprietary rights inherent therein or appurtenant thereto, are owned by AstaReal or its licensors and are protected under both

United States and foreign laws. Your use of the Site does not grant to you ownership of any of the Materials. Except as stated herein, none of the Materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means without the prior written permission of authorized personnel of AstaReal, its licensors or the otherwise applicable rights holders.

The trademarks, service marks, logos, taglines, slogans and trade names (collectively, the "Marks") displayed on the Site or on the Materials are registered and unregistered Marks of AstaReal, its licensors or other rights holders and may not be used in connection with products and/or services that are not related to, associated with, or sponsored by their respective rights holders or that otherwise are likely to cause customer confusion, or in any manner that disparages or discredits their respective rights holders. All Marks not owned by AstaReal that appear on the Site or on the Materials are the property of their respective owners. Nothing contained on the Site or on the Materials should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Mark displayed on the Site or on the Materials without the written permission of AstaReal or the otherwise applicable rights holders. Your misuse, including any unauthorized use, of the Marks displayed on the Site or on the Materials is strictly prohibited.

## LIMITED LICENSE

Subject to your compliance with these Terms of Use, you may (a) access and view the Materials on the Site on your computer or other device and (b) download any of the Materials displayed and identified on the Site as specifically available for downloading solely for your own lawful, personal, noncommercial use, provided that you retain all copyright and other proprietary notices contained in the Materials. Any rights not expressly granted herein are reserved. Notwithstanding the foregoing, any other Materials that are made available on or accessed through the Site with their own license terms, conditions and notices shall be governed by such terms, conditions and notices. In the event of any conflict, such additional or different terms, conditions and notices will prevail over these Terms of Use.

Except for the limited permission in the preceding paragraph, AstaReal does not grant you any express or implied rights or licenses under any patents, trademarks, copyrights or other proprietary or intellectual property rights. You may not mirror the Site or any of the Materials on another web site or in any other media.

## USE RESTRICTIONS AND PROHIBITED CONDUCT

Any commercial or promotional distribution, publishing or exploitation of the Site or any of the Materials is strictly prohibited unless you have received the express prior written permission from authorized personnel of AstaReal, AstaReal's licensors or the otherwise applicable rights holders. Other than as expressly allowed herein, you may not download, post, display, publish, copy, reproduce, distribute, transmit, modify, perform, broadcast, transfer, create derivative works from, sell or otherwise exploit the Site or any of the Materials. You further agree that you may not alter, edit, delete, remove, otherwise change the meaning or appearance of, or repurpose, any of the Materials, including, without limitation, the alteration or removal of any trademarks, trade names, logos, service marks, or any other proprietary content or proprietary rights notices. You acknowledge that you do not acquire any ownership rights by downloading any copyrighted material made available on or accessed through the Site.

You agree that you shall not: (a) impersonate any individual or entity or misrepresent your affiliation with any other individual or entity; (b) use the Site in any manner with the intent to interrupt, damage, disable, overburden or impair the Site; (c) use the Site or any of the Materials in violation of AstaReal's or any third party's intellectual property or other proprietary or legal rights; (d) use the Site or any of the Materials in violation of any applicable laws; (e) attempt (or encourage or support anyone else's attempt) to circumvent, reverse engineer, decrypt or otherwise alter or interfere with the Site, or make any unauthorized use thereof; (f) obtain or attempt to obtain any content, materials or information through any means not intentionally made publicly available or provided for through the Site; (g) attempt to gain unauthorized access to the Site through hacking, password mining or any other means; (h) use or attempt to use any "spider", "robot", "bot", "scraper", "data minder" or any other program, device or algorithm, process or methodology to access, acquire, copy, or monitor the Site (or portions thereof) or Materials; or (i) bypassing or circumvent or attempting to bypass or circumvent security measures employed to limit or otherwise manage coupon printing or other offers or promotions. This provision does not prevent you from using RSS feeds that may be provided on the Site.

The Site may be indexed by search engines that survey the Web and are available to the public generally.

## REGISTRATION AND LOGIN/USER REPRESENTATIONS

Registration and/or login are required, among other things, to access certain portions of our Site, to make certain Submissions and to obtain certain information or materials from AstaReal such as special offers, coupons, and the like.

You may also opt to become a Registered User for purposes of facilitating your provision of certain information (including certain Personal Information (as that term is defined below) that may be required in order to enter promotions hosted and/or sponsored/cosponsored by AstaReal. Once a Registered User, when entering a promotion online, the fields on the online entry form pertaining to your contact information or other Personal Information requested may be automatically populated using the information from your existing account to the extent available. You still, however, will be required to confirm the accuracy and completeness of such information at the time of entry.

Individuals under the age of 18 are not permitted to register on the Site or use any functionality for which registration is required.

By registering, you represent and warrant to AstaReal that: (a) you are 18 years of age or older and the age of majority in your state of residence as of the time you register as a Registered User; (b) all information provided by you to AstaReal during the registration process is truthful, accurate and complete; (c) you will comply with all terms and conditions of these Terms of Use; and (d) you will not use the Site, any of the Materials or any other content, materials or information obtained from the Site, for any purpose that is unlawful or prohibited by these Terms of Use.

As a Registered User, you agree to maintain and promptly update your registration data as necessary to keep it true, accurate, current and complete. AstaReal may terminate your access to the Site (or portions thereof) if any of the information provided is found to

be inaccurate, false, out of date or incomplete, or for violating these Terms of Use and/or the law, without prior notice or liability.

As part of the registration process, you are required to select and use a password. As a Registered User, you acknowledge that you are solely responsible for all activities that occur under your password or account while using the Site. You are responsible for maintaining the security and confidentiality of your password and monitoring and controlling access to your account. You agree to notify AstaReal immediately of any unauthorized use of any account or password, or any other known or suspected breach of security.

If you are a Registered User, you may deactivate your account at any time by contacting us through our Contact Us page located at <http://www.AstaReal.com/contactus>. Once your account is deactivated, it will not be viewable on the Site. As with any web site, even if a user deactivates his/her account, some information previously posted or otherwise uploaded may still be accessible by third parties. AstaReal is not responsible for the continued accessibility of the information posted or uploaded by a Registered User prior to the deactivation of his/her account. You may reactivate your account by contacting us through our Contact Us page.

## UNSOLICITED IDEAS POLICY

AstaReal or any of its employees do not accept or consider unsolicited ideas, proposals or materials, including ideas and proposals for new or improved advertising campaigns or promotions, new or improved products, product enhancements, processes, packaging, marketing plans or new product names. Please do not submit through the Site any unsolicited ideas, original creative artwork, suggestions, proposals or other works in any form to AstaReal or any of its employees. The sole purpose of this policy is to avoid potential misunderstandings or disputes when AstaReal's processes, products or marketing strategies, for example, might seem similar to ideas submitted to AstaReal. If, despite our request that you not submit unsolicited ideas, proposals or materials, you

still submit them, then regardless of any statements contained in your submission, you agree that the ideas, proposals or materials that you submitted may be treated as nonconfidential and nonproprietary, and may be disseminated or used by AstaReal for any purpose and in any way without any compensation. Notwithstanding the foregoing, AstaReal is not required to use any such ideas, proposals or materials.

## USER SUBMISSIONS

AstaReal does not claim ownership of any information or material a user transmits, posts or uploads to or through the Site by any means, including, without limitation, by message boards, chat rooms or similar discussion forums, blogs, wiki pages or otherwise ("Submissions"). All Submissions will be treated as nonconfidential and nonproprietary, and may be disseminated or used by AstaReal for any purpose and in any way without any compensation.

By making a Submission to or through the Site, you automatically grant AstaReal an unrestricted, irrevocable, worldwide, royaltyfree license to use, reproduce, display, publicly perform, transmit and distribute such Submission, alone or as part of other works in any form, media, or technology whether now known or hereafter developed.

You warrant and represent that you shall not transmit, post or upload to or through the Site any Submission that is, in whole or in part, libelous, scandalous, inflammatory, discriminatory, defamatory, false, threatening, vulgar, obscene, pornographic, profane, abusive, harassing, invasive of another's privacy, hateful or bashing, aimed at gender, race, color, sexual orientation, national origin, religious views or disability, or otherwise unlawful, or that violates or infringes on the privacy, publicity, intellectual property, proprietary, or contractual rights of any third party.

You further warrant and represent that to the extent you transmit, post or upload to or through the Site any Submission that constitutes a review, a testimonial and/or an endorsement of a product and/or service, you will clearly and conspicuously disclose the material connections you share with the seller of the product and/or service,

including disclosing the fact that you are being paid to promote or review the product and/or service or from any links within your Submission whenever that is the case, based your review, testimonial and/or endorsements on your own independent evaluation of the product and/or service, not pass along misleading or unsubstantiated advertiser claims, and otherwise comply with applicable laws.

AstaReal does not represent or warrant the truthfulness, accuracy or reliability of any content, information or material contained in any Submissions made to or through the

Site by users or endorse any statements, representations or opinions expressed by users in their Submissions. Your reliance on content, information, material, statements, representations or opinions contained in any Submissions made to or through the Site by other users shall be at your own risk. Any product claim, statistic, quote or other representation about a product and/or service contained in a Submission should be verified with the applicable manufacturer or provider.

AstaReal is not responsible for screening or monitoring Submissions made to or through the Site by users. If notified by a user of any Submissions made to the Site allegedly in violation of these Terms of Use, AstaReal may investigate the allegation and determine in good faith and its sole discretion whether to remove such Submission or any portion thereof. AstaReal shall have no liability or responsibility to users for performance or nonperformance of such activities.

AstaReal reserves the right not to post or to remove any information or material posted, uploaded, input or submitted to the Site for any reason, including, without limitation, any Submissions that, in its sole discretion, it deems to be in violation of these Terms of Use.

## NUTRITION AND HEALTH INFORMATION

Any and all Materials pertaining to general nutrition, fitness, conditioning and health are for informational purposes only and are not intended for (and should not be construed

as or be a substitute for) professional medical advice, diagnosis or treatment. AstaReal is not engaged in rendering medical advice or services. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition and prior to undertaking a new diet or exercise program or regimen. Advance consultation with your physician or other qualified health care provider is particularly important for anyone under eighteen (18) years old, pregnant, breastfeeding or with health problems. Never disregard professional medical advice or delay in seeking it because of something you have read, listened or watched on or accessed through the Site.

Neither AstaReal nor the Site or the Materials recommend or endorse any specific tests, physicians, products, procedures, opinions, course of treatment or therapy or other

information on or associated with the Site and/or the Materials. You should always consult your own qualified health care professional concerning your particular circumstances and needs and not rely on the Site or the Materials.

## SITE AND MATERIALS DISCLAIMER

The Site and/or the Materials are not promised or guaranteed to be correct, current or complete, and they may contain inaccuracies or typographical errors. AstaReal makes no representations about the accuracy, reliability, completeness or timeliness of any of the Materials or of any other content, materials or information displayed, distributed or made available on or accessed through the Site, including statements, representations or opinions expressed by users in their Submissions. You acknowledge that any reliance on any such content, materials or information will be at your sole risk. AstaReal will not be responsible for any loss, however arising, from use of, or reliance on any such content, materials or information.

## DISCLAIMER OF WARRANTIES



THE SITE AND MATERIALS ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, AstaReal HEREBY DISCLAIMS ALL EXPRESS, IMPLIED, STATUTORY AND OTHER WARRANTIES, GUARANTEES OR REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, MERCHANTABILITY, NON INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND OF FITNESS FOR PARTICULAR PURPOSE. WITHOUT LIMITATION, AstaReal MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE MATERIALS OR OF ANY OTHER CONTENT, MATERIALS OR INFORMATION DISPLAYED, DISTRIBUTED OR MADE AVAILABLE ON OR THROUGH THE SITE, ABOUT THE RESULTS TO BE OBTAINED FROM USING THE SITE AND/OR SAID CONTENT, MATERIALS OR INFORMATION.

AstaReal DOES NOT WARRANT THAT THE SITE WILL OPERATE ERROR FREE OR THAT THE SITE, THE MATERIALS OR OF ANY OTHER CONTENT, MATERIALS OR INFORMATION DISPLAYED, DISTRIBUTED OR MADE AVAILABLE ON OR

THROUGH THE SITE WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. AstaReal RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO CORRECT ANY ERRORS OR OMISSIONS IN ANY PORTION OF THE SITE OR THE MATERIALS. AstaReal MAY MAKE ANY OTHER CHANGES TO THE SITE AND THE MATERIALS AT ANY TIME WITHOUT NOTICE.

#### LIMITATION OF LIABILITY

IN NO EVENT SHALL AstaReal BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM OR RELATING TO, THE SITE, THE MATERIALS OR ANY OTHER CONTENT, MATERIALS OR INFORMATION DISPLAYED, DISTRIBUTED OR MADE AVAILABLE

ON OR THROUGH THE SITE, OR THE INTERNET GENERALLY, INCLUDING, WITHOUT LIMITATION, THE USE OR INABILITY TO USE THE SITE, ANY CHANGES TO OR INACCESSIBILITY OF THE SITE, DELAY, FAILURE, UNAUTHORIZED ACCESS TO OR ALTERATION OF ANY TRANSMISSION OR DATA, ANY SUBMISSIONS BY USERS, OR ANY MATERIAL, STATEMENT OR INFORMATION FROM A THIRD PARTY ACCESSED ON OR THROUGH THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT AstaReal IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## INDEMNITY

You agree to defend, indemnify, and hold harmless AstaReal, its directors, shareholders, officers, employees, agents, licensors and service providers from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, arising out of or resulting from your use of the Site or the Materials, your Submissions, your breach of these Terms of Use and/or violation of any applicable laws.

## LINKS

The Site contains links to thirdparty web sites. These links are provided solely as a convenience to you and not as an endorsement by AstaReal of the content, materials or information available on such third party web sites. AstaReal is not responsible for the content, materials or information available on linked third party sites and does not make any warranty or representation regarding same. Nor does AstaReal make any warranty or representation regarding, nor does it endorse, any linked thirdparty web sites or the content, materials or information appearing thereon or any of the products or services described thereon. Links do not imply that AstaReal endorses, is affiliated or associated with, the linkedthirdparty site. If you decide to access linked third party web sites, you do so at your own risk.

In general, AstaReal does not object to links to the Site from thirdparty web sites. Unless AstaReal has a written agreement with you, you may not use any of AstaReal's trademarks, service marks or trade names in or with your links. You may not present the link to the Site in any way that suggests

AstaReal has any relationship or affiliation with your web site or endorses, sponsors or recommends the information, products or services on your site, unless you have a specific written agreement with AstaReal to do so. You may link to the Site using the plain text name of the Site. Link only to the home page of the Site. Do not, without AstaReal's written permission: (a) incorporate any of the Materials into your web site (e.g., by inlining or framing); (b) use any of AstaReal's, trademarks, service marks, taglines, slogans, trade names or any other words or codes identifying AstaReal or the Site in any "metatag". AstaReal will not tolerate links from any web site that may adversely affect the name, reputation and/or goodwill of AstaReal and/or its products or services. AstaReal reserves the right to terminate permission to link to the Site at any time, for any reason.

## PRIVACY POLICY

In order for you to access certain portions of the Site, you may be asked to provide information that personally identifies you, such as your name, mailing address, email

address and home and/or telephone numbers ("Personal Information"). If you communicate with us by email or otherwise complete online forms or the like, information provided in such communication may be collected as Personal Information. AstaReal's information collection and use policies with respect to the privacy of such Personal Information are set forth in the Site's Privacy Policy, which is located at <http://www.AstaReal.com/privacypolicy> and incorporated herein by reference.

## TERMINATION/SUSPENSION

AstaReal reserves the right, in its sole discretion, to terminate, change, suspend or discontinue any aspect of the Site or the Materials at any time and/or to restrict, suspend or terminate your access to the Site and/or any portion thereof, at any time, for any reason or for no reason at all, without prior notice or any notice.

## MISCELLANEOUS

The Site is operated by AstaReal, which is located in State of New Hampshire, United States of America. AstaReal makes no claims that the Materials, or any other content, materials displayed, distributed, made available or accessed through the Site, are appropriate or may be downloaded outside of the United States. Access to the Site and/or such materials may not be legal by certain persons or in certain countries. If you access the Site from outside of the United States you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. These Terms of Use are governed by the internal substantive laws of the State of New Hampshire, without respect to its conflict of laws principles. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to these Terms of Use shall be an appropriate state or federal court located in the State of New Hampshire. If any provision contained herein is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions set forth herein, which shall remain in full force and effect. No waiver of any term hereunder of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term. These Terms of Use constitute the entire agreement between you and AstaReal with respect to the use of the Site. Any changes to these Terms of Use must be made in writing, signed by an authorized representative of AstaReal to be binding on AstaReal. Notwithstanding the foregoing, AstaReal, at its sole discretion and without notice, may

change, modify, add or remove any portion of the Terms of Use, in whole or in part, at any time. Changes in the Terms of Use will be effective when posted. Your continued use of the Site and/or the services made available on or accessed through the Site after any changes to the Terms of Use are posted will be considered acceptance of those changes.

