

MANDATORY TERMS OF USE

Effective Date: January 1, 2012

YOU MUST AGREE TO THIS MANDATORY TERMS OF USE AGREEMENT BEFORE AND AS A CONDITION PRECEDENT TO USING THIS WEBSITE.

Jenesse Center, Inc. (hereinafter "Jenesse Center," "we" or "us") provides this Website (jenesse.org) and related services (collectively the "Services") subject to your compliance with the conditions set forth in this Mandatory Terms of Use Agreement (the "Agreement"). This Agreement, and the terms and conditions listed in the Privacy Policy, govern the relationship between the Jenesse Center and You with respect to your use of the Website. YOUR USE OF THE WEBSITE CREATES A LEGALLY BINDING CONTRACT BASED ON THIS MANDATORY TERMS OF USE AND THE CONDITIONS CONTAINED IN THE PRIVACY POLICY, AND YOU HEREBY AGREE TO ALL SAID TERMS AND CONDITIONS. You acknowledge that you have read and understood the terms and conditions of this Mandatory Terms of Use Agreement (and/or have had the opportunity to consult with counsel) and that you agree to be bound by all of its provisions. If you do not agree to these Mandatory Terms of Use or the Privacy Policy, you must not use the Website, and you must navigate away from this Website.

TERMS OF USE UPDATES

The Jenesse Center may, at any time, revise this Agreement. You must agree to all revisions if you choose to continue using the Website and/or Services. By using the Website /or Services, you agree to the then-current version of this Agreement as posted on the Website at: http://jenesse.org/_PDFs/PrivacyPolicy.pdf. If at any point you do not agree to any portion of the then-current version of this Agreement, you must immediately stop using the Website and/or Services. To determine when the last update has occurred, refer to the Effective Date at the top of this Agreement.

LICENSE TO USE WEBSITE

As long as you are in compliance with the conditions of this Agreement and all associated documents incorporated herein, the Jenesse Center hereby grants you a limited, revocable, non-assignable, non-sublicensable, non-exclusive license to use the Website and the Jenesse Center Content and Materials thereon that are intended to be displayed publicly. Any violation of the terms or conditions of this Agreement is grounds for immediate termination of this limited license. No other rights are granted, implied or otherwise.

INCORPORATED TERMS

The following additional terms are hereby incorporated into this Agreement by reference, and your assent to this Agreement binds you to all of the additional terms in the following documents:

1. Copyright Policy [http://jenesse.org/_PDFs/CopyrightPolicy.pdf]
2. Complaint Policy, including trademark complaints
[http://jenesse.org/_PDFs/ComplaintPolicy.pdf]
3. Privacy Policy [http://jenesse.org/_PDFs/PrivacyPolicy.pdf]

AVAILABILITY AND USE OF THE WEBSITE

While the Jenesse Center makes reasonable efforts to ensure that the Website is available at all times, the Jenesse Center does not guarantee, represent or warrant that access to the Website will be uninterrupted or error-free, and the Jenesse Center does not guarantee that users will be able to access or use all or any of the Website features at all times.

The Jenesse Center is under no obligation to maintain the Website or any information, Content, Submissions, Materials, or other matters that you submit, post or make available to the Website or are otherwise available on the Website. The Jenesse Center reserves the right to withhold, remove and or discard any such material on the Website with or without notice at any time. For avoidance of doubt, the Jenesse Center has no obligation to store, maintain or provide you a copy of any information, Content, Submissions, Materials, or other matters that you or any other user submits or posts to the Website in any way.

You are prohibited from attempting to or actually accessing those portions of the Website for which you have no permission.

IMPORTANT NOTICES/DISCLAIMER

The Jenesse Center may make available the information and materials on the Website including but not limited to summaries, descriptions, user profiles, professional summaries, text, articles, videos, images, graphics, publications, news, surveys, articles, seminars, information regarding products, and any other such materials appearing on the Website (the "Materials"), for general informational purposes only.

The Materials are not intended to constitute, and DO NOT constitute, financial, tax, investment, medical, legal, personal or business advice. Those accessing the Materials should not act upon them without first seeking business, legal, financial, tax, investment, medical or other such counsel, as these Materials are general in nature, and may not apply to a particular circumstance. As such, the Materials should not be used as a substitute for consultation with a professional advisor. The Jenesse Center, and its affiliates, employees, agents, officers or directors will not be responsible for any decisions you may make.

The Website may contain typographical errors or inaccuracies, including but not limited to errors or inaccuracies, and may not be complete or current. The Jenesse Center reserves the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice.

The Jenesse Center may, at any time, revise or change the availability, specifications, content, descriptions or features of anything offered through the Services.

RULES OF CONDUCT

Your use of the Website is conditioned on your compliance with the within rules of conduct as well as all other terms of the Agreement.

You agree that you will not, in connection with your use of the Website or the Service, violate any applicable law or regulation. Without limiting the foregoing, you agree that you will not make available through the Website and/or Service any material or information that infringes any copyright, trademark, patent, trade secret, or other right of any party (including rights of privacy or publicity).

You agree that you will refrain from using the Website or the Services for any commercial purpose or the benefit of any third party or charge any person, or receive any compensation for, the use of the Website or Services.

You agree to comply with all applicable laws, rules and regulations in accessing and/or using the Website and/or any Materials. You must provide true and accurate information at all times in any Material, Content, Submission, or other material which you provide through the Website.

You agree not to use the Website for any unlawful or fraudulent purpose, including impersonating any person or entity, including, but not limited to, any Jenesse Center employee, agent, or representative; or expressing or implying that the Jenesse Center endorses any statement you make. You may not use any information obtained from the Website to harass, spam or intimidate others or to contact them without their permission. This Website does not grant specific permission that would be contrary to any court order.

You may not modify, adapt, translate, copy, reverse engineer, decompile or disassemble any portion of the Website or Materials. Further, you may not interfere with or disrupt the operation of the Website, including restricting or inhibiting any other person from using the Website by means of hacking, or defacing any portion of the Website. Further, transmitting or making available in connection with the Website any denial of service attack, virus, worm, Trojan horse, root kit or other harmful code or activity is prohibited. Moreover, you may not interfere with or violate any other Website visitor's or user's right to privacy or other rights, or mine, harvest or collect personally identifiable information about Website visitors or users, or about Jenesse Center employees or other individuals identified on the Website, without their express written consent.

You are also proscribed from selling, reselling, transferring, licensing or exploiting for any commercial purposes any use of or access (including sharing of passwords and login information) to the Website or the Materials. You may not mine or harvest information from the Website, including any scraping of the Website.

You may not access any portion of the Website that is not public or is not meant to be accessed by general users, and you may not attempt to override any security measures in place on the Website.

To the extent that you may access or download any software that is made available through the Jenesse Center from the Website ("Software"), such Software is the copyrighted work of the Jenesse Center and/or its various third party licensors. Your use of the Software may be governed by the terms of an end user license agreement, if any, which may accompany or be included with the Software. You may not install or use any Software that is accompanied by or includes such an end user license agreement unless you first agree to the terms of such agreement. Any warranty applicable to the Software will be specified in the terms of the License Agreement and no additional warranties are provided herein. If you have any inquiries concerning these terms, please consult the Jenesse Center before accessing any programs.

CONTENT SUBMITTED OR MADE AVAILABLE TO THE JENESSE CENTER

You are under no obligation to submit any materials to the Jenesse Center, and unless otherwise noted herein, the Jenesse Center will not claim ownership of any text, software, music, sound, photographs, graphics, video, messages or tags ("Content") you submit or make available through or on the Website.

However, should you choose to utilize the Services available on the Website to submit, upload, or otherwise provide any Content to the Jenesse Center, you hereby grant the Jenesse Center a worldwide, fully paid, royalty-free, nonexclusive, unrestricted, unlimited, assignable, sub-licensable, perpetual, irrevocable license to the Jenesse Center to use, copy, distribute, reproduce, modify, adapt, improve, create derivative works from, publish, remove, delete, translate, publicly perform, publicly display and

commercialize the Content, in whole or in part, in any way or manner now known or in the future discovered or developed, and to incorporate such Content into other works in any format or medium now known or later developed, for any purpose whatsoever, commercial or otherwise, without providing compensation or attribution to you or any person or entity, without further consent, and without any liability whatsoever. You further expressly permit, license, and assent to the Jenesse Center's right to register, deposit, or otherwise record any modification or derivative work created by the Jenesse Center from the Content with any foreign or domestic registration bodies, including but not limited to the United States Copyright Office or the United States Patent and Trademark Office. You further hereby expressly and irrevocably waive all moral rights in the Content, in favor of the Jenesse Center and any of its successors or assigns.

By submitting any documents, comments, questions, suggestions, plans, notes, drawings, ideas, proposals, or materials similar thereto ("Submissions") or other Content to the Jenesse Center, you hereby explicitly agree, represent and warrant that: (a) all such Submissions and Content are true and accurate, (b) such Submissions and Content do not contain confidential or proprietary information, and their provision is not a violation of any contractual or legal right of any party; (c) the Jenesse Center is not under any obligation of confidentiality relating to the Submissions or Content, either express or implied; (d) the Jenesse Center shall be entitled to use or disclose the Submissions or Content in any way, manner, purpose or otherwise, worldwide; and (e) you are not entitled to any compensation, attribution or reimbursement of any kind from the Jenesse Center in exchange for the Submissions.

Further, the Jenesse Center may access and use the Website and any Services, and any information stored thereon, including the contents of any Content or Submissions, for any lawful purpose.

You agree not to upload, distribute, make available or otherwise publish through the Website or any Service thereon, any Content or Submission that:

- contains a virus, corrupt file, or any other similar software or programs which may damage the operation of another's computer;
- is unlawful or encouraging of another to commit unlawful activity;
- violates the rights of any party or infringes upon the patent, trademark, trade secret, copyright, or other intellectual or proprietary property right of any party;
- defamatory, libelous, obscene, pornographic, indecent, lewd, inappropriate, invasive of privacy or publicity rights, abusing, threatening, harassing, bullying or otherwise objectionable;
- Constitutes advertisements or offers to sell or buy goods or services of any kind, unless authorized by the Jenesse Center;
- Contains a contest, pyramid scheme or chain letter;
- May restrict or inhibit any other user from using the Communication Services; or
- Violates any rules of conduct which may be applicable to a particular Communication Service.

THE JENESSE CENTER'S INTELLECTUAL PROPERTY RIGHTS

The Materials, the Website and its downloadable contents are protected by the copyright laws of the United States and other jurisdictions worldwide. You may print and/or download a copy of any part of the Website for your personal, non-commercial use, but you may not copy, distribute, make commercial use of or otherwise exploit any part of the Materials or the Website for any other purpose without the express written consent of the Jenesse Center, and you may not modify any part of the Website for any reason. You may not remove any trademark, copyright, or other rights notice which appears on the Website.

The trademarks, service marks, logos and any designs used or displayed on the Website specific to the Jenesse Center are trademarks and/or service marks owned by the Jenesse Center. Any use of copyrighted works, trademarks or service marks, including the reproduction, modification, distribution or republication of same without the prior express written permission of the Jenesse Center is strictly prohibited. Other copyrighted works, trademarks, service marks, trade names and company logos utilized on the Website are the property of their respective owners. All rights reserved. The appearance of any such third party trademarks does not in any way imply any connection, license, approval or other such relationship of any kind with such third party.

The Jenesse Center can be reached by directing communications to:

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(323) 299-9496
kearl@jenesse.org

ENFORCEMENT AND TERMINATION OF SERVICES

The Jenesse Center reserves the right to deny service to any user at the Jenesse Center's sole and absolute discretion. Without limiting the foregoing rights or assuming additional liability or obligation, the Jenesse Center has a policy of terminating users who are repeat violators of the United States Copyright Act, as required in compliance with the law.

All grants of any rights from you to the Jenesse Center related to Content, Submissions, Materials, or other materials, including but not limited to copyright or other intellectual property licenses shall survive any termination of this Agreement.

DISCLAIMER OF WARRANTIES.

THE WEBSITE AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR YOUR USE, AND THE JENESSE CENTER SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. THE JENESSE CENTER MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY CONTENT OR MATERIALS AVAILABLE THROUGH THE WEBSITE AND/OR SERVICES. YOU ARE RESPONSIBLE FOR VERIFYING ANY INFORMATION BEFORE RELYING ON IT. USE OF THE WEBSITE, THE SERVICES AND/OR THE CONTENT OR MATERIALS AVAILABLE ON THE WEBSITE AND/OR SERVICES IS AT YOUR SOLE RISK. THE JENESSE CENTER DOES NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE WEBSITE AND/OR SERVICES AT THE TIMES OR LOCATIONS OF YOUR CHOOSING; THAT THE WEBSITE OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE WEBSITE OR THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE JENESSE CENTER, ITS AFFILIATES, LICENSORS AND BUSINESS PARTNERS (COLLECTIVELY, THE "RELATED PARTIES") BE LIABLE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE WEBSITE AND/OR SERVICES, EVEN IF THE JENESSE CENTER AND/OR RELATED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

This limitation shall not apply to any damage that the Jenesse Center causes you intentionally and knowingly in violation of this Agreement or applicable law that cannot be disclaimed in this Agreement.

INDEMNITY

You agree to defend, indemnify and hold the Jenesse Center and its suppliers, subsidiaries, licensors, and licensees, and each of their officers, directors, shareholders, members, employees and agents harmless from all judgments, awards, losses, liabilities, costs and expenses, including but not limited to reasonable attorney's fees, expert witness fees, and costs of litigation arising out of or based on (a) Content or Submissions you submit, post to or transmit through the Website, (b) your use of the Website, (c) your violation of the Agreement, and (d) any conduct, activity or action which is unlawful or illegal under any state, federal or common law, or is violative of the rights of any individual or entity, engaged in, caused by, or facilitated in any way through the use of Website, including but not limited to any allegation that anything you transmit or attempt to transmit, including but not limited to any Content or Submission you submit, post, or otherwise make available, through or in connection with the Website, infringes or otherwise violates the intellectual property, privacy or other rights of any third party.

INCORPORATION OF PRIVACY POLICY

We use your information only as described in the [Privacy Policy](#), which is expressly incorporated as terms of this Agreement. If you object to anything in the [Privacy Policy](#), please do not use our services or contact us directly to determine whether a special exemption or modification may be warranted.

CHOICE OF LAW AND JURISDICTION

Unless otherwise specified, the Website is controlled and operated by the Jenesse Center from California, in the United States of America, regardless of where its servers may be located, from time to time. You agree that any dispute arising under the Agreement, or relating to the Website or the Services, shall be resolved exclusively by California state or federal courts, applying California law, regardless of any principles of conflicts of law and without regard to California's choice of laws doctrine. By your use, you waive any jurisdictional, venue or inconvenient forum objections to such courts for purposes of resolving these disputes.

Although the Website is available worldwide, you understand and agree that the law of your home jurisdiction may provide protections not provided in the United States, and that by visiting the Website,

you unequivocally and unambiguously agree to submit and adjudicate any disputes which arise out of such use pursuant to the terms and conditions stated in this Choice of Law and Jurisdiction clause.

EXPORT CONTROL

Your use of the Website may be subject to export and reexport control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the United States Department of Commerce and any programs maintained by the Treasury Department's Office of Foreign Assets Control. You acknowledge that you may not export, re-export, sell, divert, transfer or otherwise dispose of any software or the Services to any end-user without obtaining required authorizations. You also warrant that you are not prohibited from receiving US origin products, including but not limited to those that may appear on the Website.

POLICIES FOR CHILDREN

The Website is not directed to individuals under the age of 13, nor does it contain information which would be potentially harmful to minors in any way. However, we advise all visitors to the Website that are under the age of 13 not to disclose or provide any Personally Identifiable Information. In the event that the Jenesse Center discovers that a child under the age of 13 has provided Personally Identifiable Information to us, we will make efforts to delete the child's Personally Identifiable Information in accordance with the Children's Online Privacy Protection Act of 1998.

Please see the Federal Trade Commission's website for (www.ftc.gov) for more information.

Notwithstanding the foregoing, pursuant to 47 U.S.C. Section 230 (d), as amended, we hereby notify you that parental control protections are commercially available to assist you in limiting access to material that is harmful to minors. More information on the availability of such software can be found through publicly available sources. You may wish to contact your Internet Service Provider for more information.

GENERAL

Severability. If any provision of this Agreement is found for any reason to be unlawful, void or unenforceable, then that provision will be given its maximum enforceable effect, or shall be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision.

Revisions. This Agreement may only be revised in a writing signed by the Jenesse Center, or published by the Jenesse Center on the Website.

No Partnership. You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Jenesse Center as a result of this Agreement or your use of the Services.

Assignment. The Jenesse Center may assign its rights under this Agreement, in whole or in part, to any person or entity at any time with or without your consent. You may not assign the Agreement without the Jenesse Center's prior written consent, and any unauthorized assignment by you shall be null and void.

Attorneys' Fees. In the event any litigation is brought by the Jenesse Center in connection with this Agreement, the prevailing party in such litigation shall be entitled to recover from the other party all the reasonable costs, attorneys' fees and other expenses incurred by such prevailing party in the litigation.

No Waiver. Our failure to enforce any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of any party to enforce each and every such provision thereafter. The express waiver by us of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

Notices. All notices given by you or required under this Agreement shall be in writing and addressed to: The Jenesse Center, P.O. Box 8476, Los Angeles, CA 90008.

Equitable Remedies. You hereby agree that the Jenesse Center would be irreparably damaged if the terms of this Agreement were not specifically enforced, and therefore you agree that we shall be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as we may otherwise have available to us under applicable laws.

Entire Agreement. This Agreement, including the documents expressly incorporated by reference, constitutes the entire agreement between you and the Jenesse Center with respect to the Website and/or the Services and, unless in a writing signed by the parties, supersedes all prior or contemporaneous communications, whether electronic, oral or written.

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