

FREELIFE INTERNATIONAL TERMS OF SERVICE

1. AGREEMENT BETWEEN YOU AND FREELIFE

This Terms of Service ("TOS") applies to all FreeLife International owned and operated Web Sites. This TOS does not apply to the content of third party websites. In the event that any of the terms, conditions, or notices contained herein conflict with the additional terms or other terms and guidelines contained within any particular FreeLife site, then these terms shall control.

2. INTENDED AUDIENCE

This site is a business and commercial site, and therefore is not intended for persons under the age of 18. The material on this website is published by FreeLife International, Inc. ("FreeLife") as a service to its Marketing Executives and their customers who reside in Germany and Austria. This site is not intended for access or use outside of these areas. FreeLife and its affiliates make no claims that the information located on this site is appropriate for all jurisdictions. If you access the materials on this website from outside of these countries indicated, you do so at your own risk. You are responsible for compliance with the laws in your respective jurisdiction.

3. PURCHASE TERMS

You are responsible for providing a valid credit card number or account information with available credit at time of purchase. You represent and warrant that you are an authorized user of the credit card or account information. You are responsible for payment of any applicable federal, state, local and city taxes. You are responsible for payment of shipping and handling charges. Taxes and shipping and handling charges may be included on your order invoice depending on your jurisdiction and what has been ordered.

4. RETURN POLICY

If for any reason a Customer is dissatisfied with any FreeLife product, he or she may return that product to FreeLife or the Marketing Executive from whom they purchased the product and request an exchange or credit on the FreeLife Customer's account for the amount of the purchase price of the product (less shipping and handling) if requested within 60 days from the date of purchase. All exchanges are final and the Customer shall be charged for the shipping and handling of the exchanged product. If the Customer does not desire to exchange products, the Customer may request a refund based on the purchase price (less shipping and handling). This request must be made in writing and include a copy of the invoice from FreeLife. The Customer shall pay return shipping and handling charges. Unless a Customer requests otherwise, FreeLife will credit the Customer's FreeLife account for the purchase of the returned product. This credit can be redeemed for FreeLife product at any time. If a Customer has unredeemed credit on account with FreeLife which is more than six months old, FreeLife will make an effort to locate the Customer and advise him/her of the credit that is on account. FreeLife will charge the Customer's Account a \$10 monthly service fee for each month's notification process.

Marketing Executives may return their Business Kits within 30 days from the date of their enrollment for a full refund. Thereafter, only resalable business kits may be refunded. Such refunds shall be according to FreeLife's Policies and Procedures to which the Marketing Executive agreed ("Policies"). Marketing Executives may return sales aids for a full refund if they are in resalable condition, as defined in the Policies, within 60 days of purchase.

Value Packs, Quick Start Packs, Express Packs, Combo Packs, and other special packs, including monthly specials, can be returned for an exchange or refund within 30 days from the date of purchase; however, an exchange will only be made for products of equal or lesser value. Value Packs, Quick Start Packs, and other special packs shall not be refunded unless the entire pack is returned (less shipping and handling). Special promotional products or discontinued products which the Company discloses prior to purchase are not subject to the refund or exchange obligation, may not be returned for exchange or refund by the Marketing Executive or Customer.

5. CONFIDENTIALITY

You agree to provide true, accurate, and complete information to FreeLife or the Marketing Executive when making a purchase. You agree not to resell any merchandise or services you purchase, unless you are a current Marketing Executive. Customers agree to not resell any merchandise or services purchased. You agree to maintain the confidentiality of any identification number, key or password ("Identifiers") that you are provided with. You agree to immediately notify FreeLife of any unauthorized use of the above or other breach of security. You are fully responsible for all activities under your Identifiers. FreeLife is not responsible for any misuse of your account by someone who uses your Identifiers.

6. COPYRIGHT

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7. TRADEMARKS

FreeLife's intellectual property, including but not limited to FreeLife[®], the FreeLife product names and logos, Himalayan Goji[®] Juice, GoChi[®], TAIslim[™], Jule of the Orient[™], Jule[™], all page headers, custom graphics and button icons are service marks, trade names, trademarks and/or trade dress of FreeLife International. are owned solely and exclusively by FreeLife International. There are other trademarks, product names, company names, logos, service marks, and/or trade dress indicated on the Web site that are the property of their respective owners.

8. LINKS TO THIRD PARTY SITES

FreeLife provides via its websites, links to other third party websites or resources and/or advertisements or other such promotional materials. Because FreeLife has

no control over the content of linked-to sites or the quality of the goods or services offered via these linked-to sites, you acknowledge and agree that FreeLife is not responsible for and in no way guarantees or endorses: (1) the availability of linked-to sites or resources; (2) the accuracy or completeness of any content available at or through the linked-to sites; (3) the goods or services offered via these third-party sites. Accordingly, you acknowledge and agree that FreeLife shall not be responsible or liable to you in any manner, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on the content of any linked-to website and/or the quality of any goods or services offered by or through any linked to third-party site.

9. MODIFICATION OF THESE TERMS OF SERVICE

FreeLife reserves the right to change the terms, conditions, and notices under which the FreeLife websites are offered. You are responsible for regularly reviewing these Terms of Service and additional terms posted on particular websites. Your continued use of the FreeLife websites constitutes your agreement to all such terms, conditions, and notices.

10. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE FREELIFE WEBSITES IS AT YOUR SOLE RISK. THE WEBSITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. FREELIFE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. FREELIFE MAKES NO WARRANTY THAT (i) THE WEBSITE(S) WILL MEET YOUR REQUIREMENTS, (ii) THE WEBSITE(S) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE(S) WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE(S) IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM FREELIFE OR THROUGH OR FROM THE EMAIL SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

11. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT FREELIFE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE,

DATA OR OTHER INTANGIBLE LOSSES RESULTING FROM (i) THE USE OR THE INABILITY TO USE THE WEBSITE(S); (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE WEBSITE(S), (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; (v) MISDIRECTED ORDERS OR LOST PROFITS, LOST REGISTRATIONS, LOST GOODWILL, OR LOST OR STOLEN PROGRAMS OR OTHER DATA; OR (vi) ANY OTHER MATTER RELATING TO THE WEBSITES EVEN IF FREELIFE, ITS EMPLOYEES OR MARKETING EXECUTIVES THEREOF, ARE ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES, LOSSES OR EXPENSES.

12. GENERAL

- a. Claims for enforcement, breach or violation of duties or rights under this agreement shall be adjudicated under the laws of the State of Arizona, without reference to conflict of laws principles. You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in Maricopa County, Arizona, U.S.A. in all disputes arising out of or relating to the use of the FreeLife websites. Provided, however, if you submitted a Marketing Executive Application and Agreement to a company licensed to use FreeLife's marketing plan and sell its product ("FreeLife Foreign Entity") and the laws of the country where the FreeLife Foreign Entity is incorporated prohibit the consensual choice of venue, jurisdiction and law of any jurisdiction other than the country of the FreeLife Foreign Entity's place of incorporation, then this section shall be modified to require binding arbitration as set forth herein in accordance with the UNCITRAL Arbitration Rules as at present in force, substituting the venue, jurisdiction and law of the country of the FreeLife Foreign Entity for that of Arizona.
- b. You agree that no joint venture, partnership, employment, or agency relationship exists between you and FreeLife as a result of this agreement or use of the FreeLife websites.
- c. You agree to indemnify and hold FreeLife, its parents, subsidiaries, affiliates, officers and employees, and Marketing Executives harmless from any claim, demand, or damage, including reasonable legal fees, asserted by any third party due to or arising out of your use of or conduct on the FreeLife websites.
- d. FreeLife reserves the right to disclose any personal information about you or your use of the FreeLife websites, including its contents, without your prior permission, if FreeLife has a good faith belief that such action is necessary to: (1) conform to legal requirements or comply with legal process; (2) protect and defend the rights or property of FreeLife or its affiliated companies; (3) enforce the TOS; or (4) act to protect the interests of its Marketing Executives, Employees, Principals or others.
- e. FreeLife's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of FreeLife's

right to comply with governmental, court and law enforcement requests or requirements relating to your use of the FreeLife websites or information provided to or gathered by FreeLife with respect to such use.

f. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

g. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and FreeLife with respect to the FreeLife websites and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and FreeLife with respect to the FreeLife websites.

h. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

13. NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

Notifications of claimed copyright infringement or other intellectual property infringement should be sent to the following:

By Mail: General Counsel

FreeLife International

4950 S. 48th Street

Phoenix, AZ 85040

By email: trademarkadmin@freelife.com.