

## Terms and Conditions ("Terms")

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using services available from and related to the domain and sub-domains of the [www.healthykidsinc.com](http://www.healthykidsinc.com) Website (the "Service") operated by Healthy Kids Inc. ("us", "we", or "our").

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you do not have permission to access the Service.

### **Introduction**

Welcome to Healthy Kids Inc.

For as long as we continue to offer the Service, we shall provide and seek to update, improve and expand the Service. As a result, we allow you to access the Website as it may exist and be available on any day and it has no other obligations, except as expressly stated in these Terms and Conditions. We may modify, replace, refuse access to, suspend or discontinue the Website, partially or entirely, or change and modify prices for all or part of the Services in our sole discretion. All of these changes shall be effective upon their posting on our site or by direct communication to you unless otherwise noted. Your use of the Service following such posting or communication constitutes your acceptance of the terms and conditions of this Agreement as modified.

Nothing in these Terms and Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorize any party to make or enter into any commitments for or on behalf of any other party.

### **Your Use of this Website**

You must not use this Website for anything that is unlawful or is prohibited by these Terms and Conditions and/or any notices elsewhere on this Website.

We advise that you seek professional advice before relying on any information on this Website. Under no circumstances will we be liable in any way for any information it provides on the Website or through the Services, including, but not limited to, any errors or omissions in any content and information, including but not limited to text, software, music, sound, photographs, graphics, video or other

material (also known as “Content”), or any loss or damage of any kind incurred in connection with use of or exposure to any Content posted, emailed, accessed, transmitted, or otherwise made available via the Services.

When using this Website, you must not do any of the following:

1. defame, abuse, harass, stalk, threaten or otherwise violate the rights (such as rights of privacy and publicity) of others;
2. publish, post, distribute or disseminate any defamatory, infringing, obscene, indecent, offensive or unlawful material or information;
3. upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights or have received all necessary consents;
4. upload files that contain viruses, corrupted files or any other similar software or programs that may damage the operation of another's computer;
5. impersonate any person or entity, including without limitation any employee or representative of Company;
6. post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any other user of the Services;
7. run Maillist, Listserv, any form of auto-responder, or “spam” on the Services, or any processes that run or are activated while you are not logged on to the Website, or that otherwise interfere with the proper working of or place an unreasonable load on the Services’ infrastructure;
8. decompile, reverse engineer, or otherwise attempt to obtain the source code of the Services;
9. delete any author attributions, legal notices or proprietary designations or labels in any file that is uploaded;
10. falsify the origin or source of software or other material contained in a file that is uploaded;
11. advertise or offer to sell any goods or services or conduct or forward surveys, competitions, or chain letters; or
12. download any file posted by another user of this Website that you know, or reasonably should know, cannot be legally distributed in such manner.

You will be responsible for withholding, filing, and reporting all taxes, duties and other governmental assessments associated with your activity in connection with the Services.

You represent and warrant to us that you are of legal age to form a binding contract or have your parent’s permission to do so. You also certify that you are legally permitted to use and access the Services and take full responsibility for the selection and use of and access to the Services. This agreement is void where prohibited by law, and the right to access the Services is revoked in such jurisdictions.

If you are registering with the Website as a business entity, you represent that you have the authority to legally bind that entity. If you are trading as a business, you must comply with and you are responsible for all laws applicable to your business.

If you link to the Website, we may revoke your right to so link at any time, at our sole discretion. We reserve the right to require prior written consent before linking to the Website.

You will indemnify and hold us, its parents, subsidiaries, affiliates, officers, and employees harmless (including, without limitation, from all damages, liabilities, settlements, costs and attorneys' fees) from any claim or demand made by any third party due to or arising out of your access to the Services, use of the Services, your violation of these Terms and Conditions, or the infringement by you or any third party using your account of any intellectual property or other right of any person or entity.

## **Registration**

You will need to register to become a member of this Website ("Member") if you wish to access the Services via this Website, and continued membership is subject to our subscription charges set out in your subscription plan or the terms set. You are free to change the membership package to which you subscribe at any time, subject to these Terms and Conditions.

To register to become a Member you must provide us with information about you via our registration form. Our use of this information is set out in our Privacy Policy which can be found at

<http://www.healthykidsinc.com/assets/uploads/2015/04/Privacy-Policy.pdf>.

You must provide true, accurate, current and complete information about yourself when completing the registration form. You must maintain and update this information and keep it true, accurate, current and complete. If any information provided by you is not true, accurate, current and complete, we have the right to cancel your membership and refuse any and all current or future use of this Website.

Registration requires a valid email address and unique password. Please create a secure password: choose a password that uses a combination of letters, upper case and lower case, numbers, and symbols. For example, \$Hycat3!. Avoid choosing obvious words or dates such as a nickname or your birth date. Please use maximum caution to keep your user name and password confidential and log-off from the Website when your session is complete to prevent unauthorized access to your information. If your user name or password is subject to unauthorized access, you should immediately inform us.

You must not tell anyone else your user name or password. Any unauthorized use of either of them must be reported to [info@healthykidsinc.com](mailto:info@healthykidsinc.com) as soon as you are aware of such use and we will, as soon as reasonably possible, cancel your user name and/or password and issues new ones to you.

We may, for security or other reasons, require you to change your user name and/or password or other information, which facilitates access to this Website or its Services.

We reserve the right to cancel your user name and password without notice if we become aware of any breach of these Terms and Conditions by you.

Once submitted a valid registration and complete payment information you will become a Member and will be able to access the Services available via the Website. You may cancel your membership at any time at by accessing the Account Settings page on the Website when logged in as a Member.

## **Charges and Payment**

Charges are linked to the membership package to which you subscribe, as set out on the Website, or the free-trial terms set forth. The terms of the membership to which you subscribe are incorporated herein by reference as if fully set forth herein.

You will be charged in at the beginning of your payment periods until your membership is cancelled. Details of charges are shown within the sign-up process. Charges are expressed in US Dollars. Any reduction in the applicable membership price (for example, where you downgrade to a lower-priced package) will take effect in your next membership payment period following notification. Any increase in the applicable membership price (for example, where you upgrade your package) will take effect from the date of notification (so that a pro-rata payment shall be made for the remainder of the current payment period, with the full payment to be made from the beginning of the following plan period). Your membership period begins on the date on which you register for the Services and finishes on the day before that calendar date the following period.

The service may employ the use of third party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy. Payment for all charges are payable upon registration or the relevant periodic payment date. You can pay membership fees by any MasterCard, Visa, or American Express credit card; or any other payment methods we accept. Your payment details will be encrypted to minimize the possibility of unauthorized access or disclosure. At the time of registration, you will be asked to provide credit/debit card details. In the event that we are unable at any time to obtain

payment of any charges using such credit card details, we may freeze your account until it has received settlement in full.

Your membership package may start with a free trial. The length and terms of our free trials are set out within the sign-up process. We reserve the right, in its absolute discretion, to determine your eligibility for a free trial, and to withdraw or to modify a free trial at any time without prior notice and with no liability. We require you to provide your payment details to start a free trial. At the end of your free trial, we will automatically start to charge you for the membership package associated with your free trial on the first day following the end of the free trial period, and continuing on a recurring basis as set forth in the payment package subscribed. By providing your payment details in conjunction with the free trial registration, you agree to this charge. If you do not want this charge, you must cancel your membership at <https://www.healthykidsinc.com/account-settings> before the end of your free-trial. You will not receive a notice from us that your free trial period has ended or that the paying portion of your membership has begun.

### **Dealings with Third Parties**

We are not an agent of any third party or any party named or linked to this Website ("Third Parties") and do not have any authority to act for such Third Parties. We do not control or endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such Third Parties.

In certain situations, third party businesses may provide services that are available to you through our Services. We do not control any such third party service providers. You agree that we are not responsible for the availability or contents of any such third party sites, or the services they provide, which shall be governed by the Terms and Conditions of that third-party business. Your use of third party sites and services is at your own risk. You agree to comply with the relevant terms and conditions of any such third party service provider.

You agree that (to the maximum extent permitted by applicable law) we (and our officers, directors and employees) shall have no liability to you in relation to any dispute which you may have with a Third Party, without limitation one or more of your customers, and/or any other users of this Website.

### **Intellectual Property**

You acknowledge and agree that all Content provided on the Website or through the Services, contained in sponsor advertisements or, presented to you by us, its partners or advertisers, is protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws. You shall abide by all copyright notices, trademark rules, information, and restrictions contained in any Content

accessed through the Services, and except as expressly permitted herein, shall not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purposes whatsoever any Content or third party submissions or other proprietary rights not owned by you: (i) without the express prior written consent of the respective owners, and (ii) in any way that violates any third party right.

You acknowledge and agree that you are permitted to review, print and make one copy for your personal use of the Content (and other items displayed on the Website for download), provided that you maintain all copyright and other notices contained in such Content. You shall not store any significant Content in any form.

We do not claim ownership of any Content that you post on the Website or through the Services. Instead, you hereby grant to Company a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, perpetual, worldwide license to use the Content that you post on the Website or through the Services, subject to the Company's Privacy Policy.

## **Termination**

Without prejudice to any remedy that we may have against you, we may terminate or suspend with immediate effect and without notice your access to and use of this Website and your membership if:

1. It does not receive timely payment under your subscription;
2. It reasonably believes that you have breached any of these Terms and Conditions;
3. It is unable to verify the accuracy or validity of any information provided by you;
4. Or it suspects fraudulent, abusive or illegal activity by you.

Should you object to any of these Terms and Conditions, or any subsequent changes to them, or become dissatisfied with this Website in any way, your only recourse is to immediately discontinue to access or use this Website.

You may cancel your membership at any time at <https://www.healthykidsinc.com/account-settings>. Cancellation will take effect from the next payment period and you will not be entitled to a refund for any membership fee already paid.

You may downgrade to a different package at any time at <https://www.healthykidsinc.com/account-settings>. Such reduction will take effect from the next applicable payment date and you will not be entitled to a refund for any periodic fee already paid in respect of such users or enhanced package, in accordance with the Charges and Payment section of the Terms.

## **Warranty Disclaimer and Limitation of Liability**

We have no special relationship with or fiduciary duty to you. You acknowledge that we have no control over, and no duty to take any action regarding: which users gain access to the Services; what Content you access via the Services; what effects the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content. You release us from all liability for you having acquired or not acquired Content through the Services. The Services may contain, or direct you to websites containing, information that some people may find offensive or inappropriate. THE SERVICES, CONTENT, WEBSITE AND ANY SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IN NO EVENT SHALL WE OR OUR SUPPLIERS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE WITH RESPECT TO THE WEBSITE OR THE SERVICES OR THE SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY AMOUNT IN THE AGGREGATE IN EXCESS OF THE GREATER OF THE FEES PAID BY YOU FOR THE SERVICES PURCHASED THROUGH THE WEBSITE DURING THE SIX-MONTH PERIOD PRECEDING THE APPLICABLE CLAIM; (II) FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; (III) FOR DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (IV) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (V) FOR ANY ACTIONS OF, OR SERVICES PROVIDED BY, THIRD-PARTY SERVICE PROVIDER BUSINESSES OR INDEPENDENT CONTRACTORS PROVIDING SERVICES ON BEHALF OF THE COMPANY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

## **General**

While we will try to provide you with uninterrupted access to this Website and its Services, we may need to withdraw, modify, discontinue or temporarily or permanently suspend one or more aspects of this Website where the Company has a legal, technical or other good reason to do so (including technical difficulties experienced by us or any Internet infrastructure). However, we will try, wherever possible, to give reasonable notice of the Company's intention to do so.

We reserve the right to withhold, remove and or discard any Content available as part of your account, including any Content contributed by you, with or without notice if deemed by the Company to be contrary to these Terms and Conditions. We have no obligation to store, maintain or provide you a copy of any Content that you provide when using the Services.

If we fail to exercise or enforce a right under the Terms and Conditions that failure shall not constitute a waiver of such right or provision.

If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, that provision shall be deemed severed and the validity and enforceability of the remaining provisions shall not be affected. The parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision.

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of West Virginia, United States, without regard to the conflict of laws provisions thereof. Both parties submit to the non-exclusive jurisdiction and venue in the United States Federal Courts, District of West Virginia.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

These Terms and Conditions set out our entire agreement and understanding with respect to the subject matter of these Terms and Conditions and supersedes all representations, communications and prior agreements (written or oral).

Each party acknowledges that on entering into these Terms and Conditions, it does not rely, and has not relied, upon any representation (whether negligent or innocent), statement or warranty made or agreed to by any person (whether a party to these Terms and Conditions or not) except those expressly set out in these Terms and Conditions.

Unless expressly provided in the Terms and Conditions no term of them is enforceable by any person who is not a party to it.

You must report any violations of these Terms and Conditions to [info@healthykidsinc.com](mailto:info@healthykidsinc.com).