

## Terms and Conditions

*Effective as of January 1, 2018*

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE. These Terms and Conditions apply to the Internet website and any other digital properties (collectively, the "Site") operated by TerraGold LTD collectively d/b/a TerraGold Plus ("TerraGold," "we", or "us"). These Terms and Conditions govern your access to and use of this site as well as all transactions conducted on or through this site. Please read the following terms and conditions of use carefully before using this site. **These Terms and Conditions contain a binding arbitration clause and class action waiver that impact your rights about how to resolve disputes. If you live in the United States, please read it carefully.**

### Terms of Use

By accessing and using this site, you agree that you have a duty to read these Terms and Conditions, that you have done so, and that you accept these Terms and Conditions in full, including, without limitation, the Disclaimer and Limitation of Liability set forth further below. Furthermore, you understand and accept that you are precluded from using lack of reading as a defense against all remedies contained herein. If you disagree with any part of these Terms and Conditions, you are prohibited from using this website.

### Proprietary Information

The material and content accessible from this site (the "Content"), and any other World Wide Web site owned, operated, licensed, or controlled by us is our proprietary information or the proprietary information of the party that provided the Content to us, and we or the party that provided the Content to us retains all right, title, and interest in the Content. Accordingly, the Content may not be copied, distributed, republished, uploaded, posted, displayed or transmitted in any way without our prior written consent, or unless authorized in writing elsewhere on our site, except that you may print out a copy of the Content solely for your personal use. In doing so, you may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Content. Modification or use of the Content except as expressly provided in these Terms and Conditions violates our intellectual property rights. You do not obtain title or any rights, including but not limited to intellectual property rights, to any of the Content as a result of accessing this site.

### License to Use Site

Subject to your compliance with these Terms and Conditions, we or our content providers (as applicable) grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal and non-commercial use of the Content on this site. This license does not allow you to resell or make any commercial use of the site, its Contents or our products sold through the site; make any derivative use of any of our Content; download, copy, or other use of any account information for

the benefit of any third party; or use any data mining, robots, or similar data gathering and/or extraction tools. All rights not expressly granted to you in these Terms and Conditions are reserved and retained by us or our licensors, suppliers, publishers, rights-holders, or other content providers. No Content on, or product sold through, this site may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our prior express written consent. You may not misuse our products or Content. You may use our site only as permitted by law and these Terms and Conditions. The licenses we have granted you terminate in the event that you do not comply with these Terms and Conditions.

## **Changes**

These Terms and Conditions are subject to change by TerraGold at any time in its discretion. Your use of this site, including any product order, after any such changes are implemented constitutes your acknowledgment and acceptance of the changes. Please regularly review these Terms and Conditions.

## **Access to Site**

You must be eighteen (18) years or older to use this website and to purchase goods or services on this website. If you are under eighteen (18) years of age, you are not permitted to access this website for any reason. By using this website (and, thus, agreeing to the Terms and Conditions) you warrant and represent that you are at least eighteen (18) years of age. Due to the age restrictions for use of this website, no information obtained by this site falls within the Child Online Privacy Act (COPA) and is not monitored as doing so.

To access this site or some of the products and resources it has to offer, you may be asked to provide certain personal information or other details for registration or order purposes. It is a condition of your use of this site that all the information you provide to TerraGold be true, accurate, current and complete. If you provide any untrue or inaccurate information, or if we have reasonable grounds to suspect that such information is untrue or inaccurate, we may suspend or terminate your account and refuse all current and future use by you of our website. Account information and certain other information about you are subject to the terms of our Privacy Policy.

## **Use of Site**

All products on this website are intended for legal use and may not be used or discussed in a manner that is illegal. **As the consumer, it is your responsibility to know your local, state and federal laws before making your purchase. Prior to purchasing any product(s) on this website, you agree to verify the legality of our products in the jurisdiction where you request shipment. TerraGold shall not be responsible for any liability arising from the alleged illegality of products sold to you on this website.** Any governmental employee, agency, or agent must identify themselves to the operators of TerraGold upon their entering the site, and when ordering any products from our site. TerraGold reserves the right to request a scan of any customer's photo ID for age verification before shipping an order.

## **Restrictions on Use**

You may use this site only for the purposes expressly permitted by this site. You may not use this site for any other purpose, including any commercial purpose, without our express prior written consent. For example, you may not (and may not authorize any other party to) (i) co-brand this site, (ii) frame or use framing techniques to enclose any of our or our Content owner's trademarks, logos, or other proprietary information (including images, text, page layout, or form), (iii) hyperlink to this site, or (iv) use any meta tags or any other "hidden text" using our name or trademarks without the express prior written permission of one of our authorized representatives. For purposes of these Terms and Conditions, "co-branding" means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that associates our product with someone other than us or that such other party has the right to display, publish, or distribute this site or content accessible within this site. You agree to cooperate with TerraGold in causing any unauthorized co-branding, framing or hyperlinking to cease immediately.

No material from this site may be modified, translated, decompiled, disassembled, broadcast, licensed, sublicensed, transferred, sold, mirrored, framed, exploited, rented, leased, copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way.

### **Hyperlinks**

This website may contain links to third-party websites. TerraGold provides these hyperlinks as a convenience only and does not sponsor or endorse any of these sites or their contents. TerraGold is not responsible for the content of, and does not make any representations or warranties regarding the content or materials on, such linked third-party websites. If you decide to access or rely on information at a linked third-party website, you do so at your own risk.

TerraGold has no control over these linked sites, all of which have separate privacy and data collection practices, independent of TerraGold. Nonetheless, TerraGold seeks to protect the integrity of its website, and therefore requests any feedback on sites to which it links, including if a specific link does not work.

### **Disclaimers**

#### **Health Information/FDA Disclosure**

Any statements on this site or any materials or products we distribute or sell have not been evaluated by the Food and Drug Administration ("FDA"). Neither the products nor the ingredients in any of the products available on the website have been approved or endorsed by the FDA or any regulatory agency. The efficacy of these products has not been confirmed by FDA-approved research. The products on the site are not intended to diagnose, treat, cure or prevent any disease. The information on this site or other materials we may provide to you are designed for educational purposes only and are not intended to be a substitute for informed medical advice or care. This information should not be used to diagnose or treat any health problems or illnesses without consulting a doctor. **You should consult your physician before using any of our products.**

## **Disclaimer**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the Internet will be free of viruses, worms, Trojan horses or other code that may manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to this site for the reconstruction of any lost data. We do not assume any responsibility or risk for your use of the Internet. The Content is not necessarily complete and up-to-date and should not be used to replace any written reports, statements, or notices we have provided. Investors, borrowers, and other persons should use the Content in the same manner as any other educational medium and should not rely on the Content to the exclusion of their own judgment. Information obtained by using this site is not exhaustive and does not cover all issues, topics, or facts that may be relevant to your goals.

YOUR USE OF THIS SITE IS AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTENT IS PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, OR STATUTORY. WE HEREBY DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. We make no warranty, express or implied, that the site or any services, products, or information obtained on or through the site will meet your requirements or will be uninterrupted, timely, secure, or error free, that defects will be corrected, or that this site or the server that makes it available are free of viruses or other harmful components. We do not warrant or make any representation regarding use, or the result of use, of the Content in terms of accuracy, reliability, or otherwise. The Content may include technical inaccuracies or typographical errors, and we may make changes or improvements at any time. YOU, AND NOT US, ASSUME THE ENTIRE COST OF ALL SERVICING, REPAIR, OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THIS SITE OR ITS CONTENT. WE MAKE NO WARRANTIES THAT YOUR USE OF THE CONTENT WILL NOT INFRINGE THE RIGHTS OF OTHERS AND WE DO NOT ASSUME ANY LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN THE CONTENT. All of the information in this site, whether historical in nature or forward-looking, speaks only as of the date the information is posted on this site, and we do not undertake any obligation to update such information after it is posted or to remove such information from this site if it is not, or is no longer, accurate or complete.

## **Limitation on Liability**

IN NO EVENT WILL THE COLLECTIVE LIABILITY OF US AND OUR SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE LESSER OF \$100 OR THE AMOUNT YOU HAVE PAID

TERRAGOLD FOR THE APPLICABLE CONTENT, PRODUCT OR SERVICE OUT OF WHICH LIABILITY AROSE.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

### **Severability**

If any provision in these Terms and Conditions is declared unenforceable or invalid, the remaining provisions herein shall nevertheless be valid and enforceable.

### **Indemnity**

You will indemnify and hold us and our subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (collectively, the "Indemnified Parties") harmless from any breach of these Terms and Conditions by you, including any use of Content other than as expressly authorized in these Terms and Conditions. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, attorney's fees and expert witness fees of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the information accessed from this site.

### **Trademarks and Copyrights**

Trademarks, service marks, logos, graphics, images, HTML, codes, multimedia clips, Java codes, button icons, banners and software appearing in this site are our property or the property of the party that provided the trademarks, service marks, logos or copyrighted material to us. We, and any party that provided any of the foregoing to us, retain all rights with respect to any of our or their respective trademarks, service marks, logos and copyrighted material appearing in this site. Our trademarks and trade dress may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits us.

### **Information You May Not Post, Publish, Etc.**

You may not post, send, submit, publish, or transmit in connection with this site any material that:

- you do not have the right to post, including proprietary material of any third party;
- advocates illegal activity or discusses an intent to commit an illegal act;
- is vulgar, obscene, pornographic, or indecent;
- does not pertain directly to this site;
- threatens or abuses others, libels, defames, invades privacy, stalks, is obscene, pornographic, racist, abusive, harassing, threatening or offensive;

- seeks to exploit or harm any person by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
- infringes any intellectual property or other right of any entity or person, including violating anyone's copyrights or trademarks or their rights of publicity;
- violates any law or may be considered to violate any law;
- impersonates or misrepresents your connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content; advertises any commercial endeavor (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services) except as may be specifically authorized on this site;
- solicits funds, advertisers or sponsors;
- includes programs which contain viruses, worms and/or Trojan horses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications;
- disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise act in a way which affects the ability of other people to engage in real time activities via this site;
- includes MP3 format files;
- amounts to a 'pyramid' or similar scheme;
- disobeys any policy or regulations established from time to time regarding use of this site or any networks connected to this site; or
- contains hyperlinks to other sites that contain content that falls within the descriptions set forth above.

Although under no obligation to do so, we reserve the right to monitor use of this site to determine compliance with these Terms and Conditions, as well the right to remove or refuse any information for any reason. Notwithstanding these rights, you remain solely responsible for the content of your Submissions. You acknowledge and agree that neither we nor any third party that provides Content to us will assume or have any liability for any action or inaction by us or such third party with respect to any Submission.

## **Security**

Any passwords used for this site are for individual use only. You will be responsible for the security of your password (if any) and you agree to accept responsibility for all activities that occur under your account or password. We have the right to monitor your password and, at our discretion, require you to change it. If you use a password that we consider insecure, we will have the right to require the password to be changed and/or terminate your account. You are prohibited from using any services or facilities provided in connection with this site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited. If you become involved in any violation of system security, we have the right to release your details to system administrators at other sites in order to assist them in resolving security incidents. We reserve the right to investigate suspected violations of

these Terms and Conditions, and we reserve the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting any Content that is believed to violate these Terms and Conditions. BY ACCEPTING THESE TERMS AND CONDITIONS YOU WAIVE AND HOLD US AND OUR SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY US DURING OR AS A RESULT OF OUR INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY US OR OTHERS, INCLUDING LAW ENFORCEMENT AUTHORITIES.

### **Colorado Law Applies**

These Terms and Conditions shall be governed, construed, and enforced in accordance with the laws of the State of Colorado, without regard to its conflict of laws rules.

### **Miscellaneous**

#### **Dispute Resolution**

In the event of any claims, disputes, or other controversies arising out of, or relating to, these Terms and Conditions, the use of this site or information obtained through this site, or any other claims, disputes, or controversies arising out of or relating to this site, or any other World Wide Web site owned, operated, licensed, or controlled by us (the "Dispute" and together the "Disputes"), you agree to resolve any Dispute through confidential binding arbitration in Colorado, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

**There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Terms and Conditions of Service as a court would.**

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules.

**We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.** If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

Failure to insist on strict performance of any of these Terms and Conditions will not operate as a waiver of any subsequent default or failure of performance. No waiver by us of any right under these Terms and Conditions will be deemed to be either a waiver

of any other right or provision or a waiver of that same right or provision at any other time. These Terms and Conditions will be governed and interpreted pursuant to the laws of Colorado, United States of America, notwithstanding any principles of conflicts of law. You specifically consent to personal jurisdiction in Colorado in connection with any dispute between you and us arising out of these Terms and Conditions or pertaining to the subject matter hereof. The parties to these Terms and Conditions each agree that the exclusive venue for any dispute between the parties arising out of these Terms and Conditions or pertaining to the subject matter of these Terms and Conditions will be in the state and federal courts in Colorado. To the extent allowed by applicable law, any claim or cause of action arising from or relating to your access or use of the site must be brought within two (2) years from the date on which such claim or action arose or accrued. If any part of these Terms and Conditions is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. These Terms and Conditions (including our privacy policy) constitute the entire agreement among the parties relating to this subject matter. Notwithstanding the foregoing, any additional terms and conditions on this site will govern the items to which they pertain. We may revise these Terms and Conditions at any time by updating this posting.