TERMS OF USE AGREEMENT

02-01-2017

ACCEPTANCE OF TERMS THROUGH USE;

By using this site or by clicking “I agree” to this Agreement, you ("User") signify your agreement to these terms and conditions. If you do not agree to this Agreement, please do not use this site and do not click “I agree.”

Please check this Agreement periodically for changes, as the owner of this site ("Heart & Body Naturals, LLC") reserves the right to revise this Agreement. In the event of a change to this Agreement, your continued use of this site following the posting of any changes constitutes acceptance of such changes.

Heart & Body Naturals, LLC reserves the right to terminate a User’s use of this site at any time without notice and may do so for any breach of this Agreement.

YOU MUST BE OVER 18 OR OLDER TO AGREE TO THIS AGREEMENT AND USE THIS SITE:

This Agreement must be completed, understood and agreed to by a person over 18. If a parent or guardian wishes to permit a person under 18 to access this site, he or she should email Heart & Body Naturals, LLC with his or her explicit permission and acceptance of full legal responsibility. If you are not yet 18 or are accessing this site from any country where this material is prohibited, please exit now as you do not have proper authorization.

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SECURITY;

You agree that if you are issued a Username and Password by Heart & Body Naturals, LLC, you shall use your best efforts to prevent access to this site through your Username and Password by anyone other than yourself, including but not limited to, keeping such information strictly confidential, notifying the Heart & Body Naturals, LLC immediately if you discover loss or access to such information by an unauthorized party and by using a secure Username and Password not easily guessed by a third party.
You agree that you shall not try to reverse assemble, reverse compile, decompile, disassemble, translate, or otherwise alter any executable code, contents, or materials on or received via this site. You understand that such actions are likely to subject you to serious civil and criminal legal penalties and that Heart & Body Naturals, LLC shall pursue such penalties to the full extent of the law to protect its rights and the rights of its other licensors. Export You agree that you shall comply with all applicable export and import control laws and regulations in your use of this site, or materials or services received through this site, and, in particular, you shall not export or re-export anything on or received through this site in violation of local or foreign export laws and/or without all required U.S. and foreign government licenses. Government Use If you are a branch or agency of the U.S. Government, the following provision applies. This site, code, contents, services and accompanying documentation are comprised of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are provided to the Government (i) for acquisitions by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisitions by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 (JUN 1995) and 227.7202-3 (JUN 1995). Unpublished rights reserved under the copyright laws of the United States. Errors and Corrections While we use reasonable efforts to include accurate and current information on our Site, we do not warrant or represent that the Site will be error-free. Data entry errors or other technical problems may sometimes result in inaccurate information being shown.

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Our Site contains links to other websites for your information and convenience, or to provide additional shopping for various other goods and services through our Merchant and Services Partners. These third-party websites are responsible for, and undertake to maintain, their own site terms of use. We suggest that you carefully review the terms of use of each site you choose to access from our Site.

USER’S LICENSE GRANT TO SITE;

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C. constitutes unauthorized or unsolicited advertising, junk or bulk email (also known as “spamming”), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;

D. contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or

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INDEMNIFICATION;

You agree to defend, indemnify, and hold harmless Heart & Body Naturals, LLC, its advertisers, licensors, subsidiaries and other affiliated companies, and their employees, contractors, officers, agents and directors from all liabilities, claims, and expenses, including attorney’s fees, that arise from your use of this site, or any services, information or products from this site, or any violation of this Agreement. Heart & Body Naturals, LLC
reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with Heart & Body Naturals, LLC in asserting any available defenses.

LEGAL COMPLIANCE;

Heart & Body Naturals, LLC may suspend or terminate this Agreement or User’s use immediately upon receipt of any notice which alleges that User has used this site for any purpose that violates any local, state, federal or law of other nations, including but not limited to the posting of information that may violate third party rights, that may defame a third party, that may be obscene or pornographic, that may harass or assault other, that may violate hacking or other criminal regulations of its agent, officers, directors, contractors or employees. In such event, Heart & Body Naturals, LLC may disclose the User’s identity and a subpoena or other legal action, and Heart & Body Naturals, LLC shall not be liable for damages or results thereof and User agrees not to bring any action or claim against Heart & Body Naturals, LLC for such disclosure.

CHOICE OF LAW AND FORUM;

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MISCELLANEOUS;

This Agreement incorporates by reference the Site Submission Rules if this site allows posting and posts such Rules. This Agreement constitutes the entire agreement between the parties related to the subject matter thereof, supersedes any prior or contemporaneous (oral, written, or electronic) agreement between the parties and shall not be changed except by written agreement signed by an officer of Heart & Body Naturals, LLC.

If any provision of this Agreement is prohibited by law are held to be unenforceable, the remaining provisions hereof shall not be affected, and this Agreement as much as possible under applicable law shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof and the unenforceable provision shall be automatically amended so as to best accomplish the objectives of such unenforceable provision within the limits of applicable law.

This site reserves the right to revise these provisions at its discretion, so check back from time to time to be sure you are complying with the current version.