

Please note

1. We will not sell your data.
2. We will use your demographic information for analysis. This may be combined with other information and licensed.
3. We will not share your data without your permission. This includes your Friends, Family and Medical Providers.
4. Your data and analysis are shared internally with your Coaches (HumLife360 Friends). That helps them in providing the right motivational nudges at the right time.
5. Your data may be shared periodically with our own internal medical review panel. This team ensures our Solution is providing appropriate outcomes.
6. We are not a medical company. We do not endorse or prescribe medicines or give medical advice.
7. We are a behavioral, motivational, and educational company. You agree to accept our assistance voluntarily.

TERMS OF USE

Effective Date: July 4th 2019

THESE TERMS OF USE, AS AMENDED FROM TIME TO TIME ("Terms"), ARE A BINDING CONTRACT BETWEEN HUMLIFE360 Inc. ("HumLife360.com " or "we") AND YOU ("you"). YOU MUST READ AND AGREE TO THESE TERMS, INCLUDING THE PRIVACY POLICY, BEFORE USING THE HUMLIFE360.COM WEBSITE (the "Site") OR ANY SOFTWARE, TOOLS, APPLICATIONS, FEATURES OR FUNCTIONALITY AVAILABLE ON OR THROUGH THE SITE (COLLECTIVELY, THE "SERVICE"). BY USING THE SERVICE, YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICE.

THIS SITE AND ITS SERVICES ARE FOR CONSUMER EDUCATIONAL USE ONLY. NOTHING CONTAINED IN THIS SITE IS OR SHOULD BE CONSIDERED, OR USED AS A SUBSTITUTE FOR, MEDICAL ADVICE, DIAGNOSIS OR TREATMENT. WE ADVISE USERS TO ALWAYS SEEK THE ADVICE OF A PHYSICIAN OR OTHER QUALIFIED HEALTH CARE PROVIDER WITH ANY QUESTIONS REGARDING PERSONAL HEALTH OR MEDICAL CONDITIONS. PLEASE [CLICK HERE](#) FOR MORE INFORMATION.

1. DESCRIPTION OF SERVICE; MINIMUM AGE REQUIREMENT

A. Description of Service. HUMLIFE360.COM is your personal daily health, fitness and diabetic lifestyle destination. Through cutting-edge content, interactive tools and an engaged community, HUMLIFE360.COM will help you take action to make the most of your life, your time, your body and your world, and enjoy sharing in our community.

B. Age Requirement. You must be at least 13 to use the Service.

2. MODIFICATIONS TO TERMS

A. Procedure. At any time HUMLIFE360.COM may change these Terms, which includes the Privacy Policy and due to changes in the service, technology, industry, practices, the law, or consumer demand. We will provide notice to you of any material change in the Terms by posting notice to the Site and sending you an email to your HUMLIFE360.COM email account or to the non- HUMLIFE360.COM email address that we have on record for you. Your continued use of the Service 30 days after our notice to you of a change in the Terms means that you have agreed to the amended Terms.

B. Your Obligation to Stay Current. It is critical that you keep your email contact information correct and updated with HUMLIFE360.COM at all times. In addition, we encourage you to check back regularly to review these Terms at least once every 30 days.

3. MODIFICATIONS TO SERVICE

We reserve the right to change the URL, modify or discontinue, and restrict or block access to, the Service without notice to you. We may modify or remove any Content from the Service at any time without notice to you, including removal of Content that we believe to be obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable.

4. POSTING CONTENT ON THE SERVICE; REPRESENTATIONS AND WARRANTIES

A. Content Protected by Intellectual Property Rights; No Warranty. Any content available through the Service, including tools, applications, software, text, audio, video, pictures, graphics, music, sound clips, images, likenesses, personal information and other works of authorship (collectively, "Content") is protected by the intellectual property rights of HUMLIFE360.COM or its licensors. HUMLIFE360.COM , ITS LICENSORS, AND ITS SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT:

- i. THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE CONTENT; OR
- ii. THE SATISFACTION OF ANY LAWS REQUIRING DISCLOSURE OF INFORMATION ON PRESCRIPTION DRUGS OR OTHER HEALTH-RELATED PRODUCTS AND SERVICES.

B. Your Warranties Regarding Your Content. By displaying or publishing ("posting") any Content on the Service, you warrant and represent the following:

- i. you own all rights in your Content or, alternatively, you have sufficient rights in your Content to grant to HUMLIFE360.COM the rights described in these Terms;
- ii. you will pay all license fees, clearance fees, and other financial obligations of any kind, arising from any use of your Content;
- iii. you are the individual pictured, depicted, and/or heard in your Content or you have obtained permission from each person (including consent from parents or guardians for anyone under the age of eighteen (18)) who appears and/or is heard in your Content to grant the rights to HUMLIFE360.COM described in these Terms; and
- iv. your Content is not defamatory, does not infringe the intellectual property rights, privacy, rights to publicity or any other legal or moral rights of any third party.

C. Establishing an Account to Post Content. To post Content on the Site, you must first complete the Site registration process to create an account with a user name and password (the "Account"). Since your user name will be publicly displayed on the Site, do not use your actual first and last name as your user name. You may not share your password with anyone unless you are a minor, in which case you may share your password with your parents or other legal guardians. You must always provide accurate current and complete information to HUMLIFE360.COM for the Service. You must update such information in a timely manner to maintain its accuracy and completeness. Any use of the Service through your Account will be deemed as being used by you. HUMLIFE360.COM is entitled to rely on the contact and other information that is supplied to us through your Account. Your Account is non-transferable and non-assignable.

5. OWNERSHIP OF RIGHTS; LICENSE RIGHTS; USER SUBMISSIONS

A. Ownership of Your Content. You retain ownership of your rights in any Content you post to the Service, subject to the non-exclusive rights that you grant to us as described in these Terms.

B. Your License to HUMLIFE360.COM

i. Subject to your right to terminate your license to us as described in Section 5(C), you hereby grant HUMLIFE360.COM an irrevocable, perpetual, worldwide, royalty-free, freely transferable, freely sub-licensable (through unlimited levels of sublicense), non-exclusive license to use, reproduce, modify, transmit, distribute, publicly perform and display (including in each case by means of a digital audio and video transmission), advertise in, on, and around, and create derivative works of the Content you submit or make available for inclusion on or through the Service, and to incorporate such Content into other works in any form, media, or technology now known or later developed.

ii. You also hereby waive any moral rights you may have under the laws of any jurisdiction in Content you submit or make available on or through the Service. We may (but are not obligated to)

display your Content, including your username and your actual name (according to the preferences you select).

C. **Your Right to Terminate the License.** At any time you may modify or remove from the service any content consisting of photos, graphics, audio or video that you have submitted or made available for inclusion on or through the Service (but not, for clarity, any Content solely in the form of text that you have posted to the public areas of the site). Your removal of such Content from the Service will terminate our license to such Content. But if prior to such removal or modification, HUMLIFE360.COM has distributed, or developed specific plans to distribute, any electronic, printed, or other materials containing such Content (e.g., in advertising, promotion or otherwise), then HUMLIFE360.COM and its licensees have a limited right to continue to distribute those materials. You may terminate this limited license by sending us written notice to stop distributing the materials, in which event we will stop distributing the materials within 30 days. Your notice must be sent through our "Contact Us" web page located at www.HUMLIFE360.com/contact-us/, have a subject heading of "REMOVE CONTENT," and include your telephone number and email address. In addition, the notice must clearly identify the Content at issue and contain statements that you own or have an exclusive right to the Content and that all the information in the notice is true and correct. The 30 day period for HUMLIFE360.COM to stop distributing your Content begins only once HUMLIFE360.COM has received a notice complying with the requirements of this Section 5(C).

D. **User Contact Submissions.** When you submit ideas, suggestions, documents, or proposals (collectively, "Submissions") to HUMLIFE360.COM through our "Contact Us" web page located at www.HUMLIFE360.COM/contact-us/, you represent, warrant, and agree that: (i) your Submissions do not include confidential or proprietary information; (ii) if we so choose, HUMLIFE360.COM may use and disclose your Submissions in any way; and (iii) HUMLIFE360.COM has no obligation to pay or reimburse you for your Submissions or our use of your Submissions.

6. PROHIBITED CONTENT

You must not post to the Service any Content that, as reasonably determined by HUMLIFE360.COM is:

- A. untrue, misleading, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, invasive to another person's privacy or protected data, hateful, or racially or otherwise objectionable;
- B. infringing upon a third party's intellectual property rights, including any patent, trademark, trade secret, copyright, or right of publicity, or content that is the subject of any claim of infringement;
- C. of a type that you do not have a right to transmit under any law or under contractual or fiduciary relationships, such as proprietary and confidential information;
- D. unsolicited, undisclosed or unauthorized advertising;
- E. software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- F. data or information obtained through access that was not authorized by the owner, or that you are not authorized to post; or
- G. in violation of any applicable local, state, national or international law (including export laws)

7. PROHIBITED CONDUCT; LIQUIDATED DAMAGES FOR SPAM

A. **Prohibited Conduct.** You must not do, or attempt to do, any of the following, as reasonably determined by HUMLIFE360.COM, subject to applicable law:

- i. access or use the Service in any way that is not in compliance with any applicable local, state, national or international law (including export laws), contracts, intellectual property rights or constitutes the commission of a tort, or for any purpose that is harmful or unintended (by us), or other than in full compliance with these Terms;
- ii. access, tamper with, or use services or areas of the Service that you are not authorized to access;
- iii. alter information on or obtained from the Service;

- iv. tamper with postings, registration information, profiles, submissions or Content belonging to HUMLIFE360.COM or other users of HUMLIFE360.COM ;
- v. use any robot, spider, scraper or other automated means or interface not provided by us to access the Service or extract data or gather or use information, such as email addresses, available from the Service or transmit any unsolicited advertising, "junk mail," "spam," or "chain letters";
- vi. frame any part of the Service, or link to the Service, or otherwise make it look like you have a relationship to us or that we have endorsed you or your Content for any purpose except as expressly permitted in writing by HUMLIFE360.COM ;
- vii. impersonate or misrepresent your affiliation with any person or entity;
- viii. reverse engineer any licensed software, application, tools or any other aspect of the Service or do anything that might discover source code, or bypass or circumvent measures employed to prevent or limit access to any area, content or code of the Service;
- ix. send to or otherwise impact us or the Service (or anything or anyone else) with harmful, illegal, deceptive or disruptive code such as a virus, "spyware," "adware" or other code that could adversely impact the Service or any recipient; or
- x. take any action which might impose a significant burden (as determined by us) on the Service's infrastructure or computer systems, or otherwise interfere with the ordinary operation of the Service.

B. Liquidated Damages. IF YOU SEND UNSOLICITED COMMERCIAL EMAIL OR ADVERTISING, BULK EMAIL, SPAM, OR CHAIN LETTERS (COLLECTIVELY, "UNSOLICITED EMAIL OR OTHER COMMUNICATION") THROUGH THE SERVICE, YOU ACKNOWLEDGE THAT YOU WILL HAVE CAUSED SUBSTANTIAL HARM TO HUMLIFE360.COM, BUT THAT THE AMOUNT OF THE HARM WOULD BE EXTREMELY DIFFICULT TO ASCERTAIN. AS A REASONABLE ESTIMATION OF SUCH HARM, YOU WILL PAY LICENSOR \$40 FOR EACH SUCH UNSOLICITED EMAIL OR OTHER COMMUNICATION.

8. MONITORING OF SERVICE CONTENT; RESOLUTION OF USER DISPUTES

A. No Duty to Monitor. We are under no obligation to restrict or monitor the Service or any Content in any way. IT WOULD BE IMPOSSIBLE FOR HUMLIFE360.COM TO MONITOR THE ACCURACY OR RELIABILITY OF ALL OF THE CONTENT AVAILABLE THROUGH THE SERVICE. However, we reserve the right to modify or remove any Content at any time. Some of this monitoring may be done by users of the Service who have volunteered their time. Any opinions, advice, statements, services, offers, or other information or Content expressed or made available by third parties, including other users, are those of the respective author(s) and not of HUMLIFE360.COM . HUMLIFE360.COM neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, information, or statement made on the Service.

B. Right to Resolve Disputes. HUMLIFE360.COM has the right, but not the obligation to attempt to resolve disputes between users relating to the Service and HUMLIFE360.COM's resolution of a particular dispute does not create an obligation to resolve any other dispute. HUMLIFE360.COM's resolution of any dispute is final with respect to the Service.

9. PROTECTION OF CONTENT

A. License by HUMLIFE360.COM to You. You must respect the intellectual property laws protecting our Service. HUMLIFE360.COM grants you a limited, revocable, non-transferable, non-sublicensable, non-exclusive license, under the rights HUMLIFE360.COM has in the Content, to privately display and perform the Content on your computer for your own personal, noncommercial purposes.

B. Reservation of Rights. On its own behalf and the behalf of its licensors, HUMLIFE360.COM reserves all rights in the Content, including any software, not expressly granted in this Section 9. HUMLIFE360.COM does not in any way grant any other rights to you. Except as expressly stated in this Section 9, you may not reproduce, distribute, modify, publicly perform or display, or prepare derivative works of any Content, including any software, without prior written consent from HUMLIFE360.COM or other third-party owner of the rights in that Content (if any).

10. PRIVACY POLICY

Please see our Privacy Policy. Our Privacy Policy is part of and incorporated into these Terms. We reserve the right to contact you about these Terms or any Content or activities relating to the Service.

11. TERMINATION OR CANCELLATION

A. Right to Terminate. We may, at any time, without notice to you, terminate your access to the Service, and your Account, or block your access to the Service if:

- i. we believe in our sole discretion that you may have violated these Terms or have otherwise engaged in any activities that may harm or damage the reputation, rights, person, or property of HUMLIFE360.COM, our users, or any other person;
- ii. requested by law enforcement or other government agencies; or
- iii. your Account has extended periods of inactivity.

B. Notice of Termination. If applicable law requires us to provide notice of termination or cancellation, we may give prior or subsequent notice by posting it on the Site or by sending a communication to any address (email or otherwise) that we have for you in our records.

C. Effect of Termination. Upon termination of your Account or the Service, your agreement with HUMLIFE360.COM pursuant to these Terms will also terminate, except that the following provisions survive the termination: Section 4 "Posting Content on the Service; Representations and Warranties," Section 5 "Ownership of Rights; License Rights; User Submissions," Section 9 "Protection of Content," Section 13 "Indemnification," Section 14 "Disclaimer of Warranties," Section 15 "Exclusion of Damages; Limitation of Liability," and Section 19 "Additional Terms" and the Privacy Policy. If your Account or access to the Service is terminated, you may no longer have access to the Content you posted on the Service.

12. DEALINGS WITH MERCHANTS; LINKS

A. Advertisements and Links. The Service contains advertisements, offers, or other links to websites of third parties that we do not control. Advertisements and other information provided by third parties may not be wholly accurate. HUMLIFE360.COM does not endorse or recommend any of the products or services advertised on the Service. HUMLIFE360.COM is not responsible or liable for (i) the availability or accuracy of such sites or advertisements; or (ii) the content, products or services available from such sites. The inclusion of any link on the Service does not imply that we endorse the linked site. You use the links at your own risk. HUMLIFE360.COM Privacy Policy is applicable only when you are on our Site. Once you link to another website, its privacy statement applies to any personal information you supply.

B. Transactions with Third Parties. Your transactions and other dealings with third party merchants or advertisers that are found on or through the Service, including "click to purchase," "co-registration," and other similar programs, including payment and delivery of related goods or services, are solely between you and such merchant or advertiser.

13. INDEMNIFICATION

You agree to hold HUmlife360 Inc.. and its subsidiaries, affiliates, officers, directors, employees, agents, attorneys, independent contractors, licensors, experts, content providers, advisors, vendors, and suppliers, and each of their respective successors and assigns (collectively, the "Indemnified Persons"), harmless from, and indemnify them for, all damages, costs, expenses and other liabilities, including reasonable attorneys' fees and expenses, relating to any claim arising out of or related to: (i) your access to and use of the tools, software, and other aspects of the Service and the Content; (ii) your violation of these Terms, and any applicable law or the rights of another person or party; (iii) any dispute you have with any user of the Service and any dispute you have related to any merchant or advertising found on or through the Service; (iv) HUMLIFE360.COM's resolution (if any) of any dispute you have with any user of the Service; (v) your improper authorization for HUMLIFE360.COM to collect, use or disclose any Content provided by you; and (vi) any disclosures made with your permission.

14. DISCLAIMER AND WARRANTIES

A. THE SERVICE DOES NOT PROVIDE MEDICAL ADVICE THE SERVICE IS FOR CONSUMER EDUCATIONAL USE ONLY. NOTHING CONTAINED IN THIS SITE OR THE SERVICE IS OR SHOULD BE CONSIDERED, OR USED AS A SUBSTITUTE FOR, MEDICAL ADVICE, DIAGNOSIS OR TREATMENT. THE SERVICES AND THE SITE ARE HERE TO EDUCATE CONSUMERS ON HEALTH CARE AND MEDICAL ISSUES THAT MAY AFFECT THEIR DAILY LIVES, INCLUDING DIABETES. THIS SITE AND THE SERVICES DO NOT CONSTITUTE THE PRACTICE OF ANY MEDICAL, NURSING OR OTHER PROFESSIONAL HEALTH CARE ADVICE, DIAGNOSIS OR TREATMENT. WE ADVISE USERS TO ALWAYS SEEK THE ADVICE OF A PHYSICIAN OR OTHER QUALIFIED HEALTH CARE PROVIDER WITH ANY QUESTIONS REGARDING PERSONAL HEALTH OR MEDICAL CONDITIONS. NEVER DISREGARD, AVOID OR DELAY IN OBTAINING MEDICAL ADVICE FROM YOUR DOCTOR OR OTHER QUALIFIED HEALTH CARE PROVIDER BECAUSE OF SOMETHING YOU HAVE READ ON THE SERVICE. IF YOU HAVE OR SUSPECT THAT YOU HAVE A MEDICAL PROBLEM OR CONDITION, PLEASE CONTACT A QUALIFIED HEALTH CARE PROFESSIONAL IMMEDIATELY. IF YOU ARE IN THE UNITED STATES AND ARE EXPERIENCING A MEDICAL EMERGENCY, PLEASE CALL 911 OR CALL FOR EMERGENCY MEDICAL HELP ON THE NEAREST TELEPHONE.

B. NO ENDORSEMENT HUMLIFE360.COM DOES NOT RECOMMEND OR ENDORSE ANY SPECIFIC TESTS, PHYSICIANS, PRODUCTS, PROCEDURES, OPINIONS, OR OTHER INFORMATION THAT MAY BE MENTIONED ON THE SERVICE. RELIANCE ON ANY INFORMATION PROVIDED BY HUMLIFE360.COM , HUMLIFE360.COM EMPLOYEES, OTHERS APPEARING ON THE SITE AT THE INVITATION OF HUMLIFE360.COM OR OTHER VISITORS TO THE SERVICE IS SOLELY AT YOUR OWN RISK.

C. YOU ACCEPT THE SERVICE "AS-IS" WE, AND OUR CONTENT PROVIDERS, CANNOT AND DO NOT GUARANTEE OR WARRANT AGAINST ERRORS, OMISSIONS, DELAYS, INTERRUPTIONS OR LOSSES, INCLUDING LOSS OF DATA. USERS OF THE SERVICE ARE RESPONSIBLE FOR MAINTAINING A MEANS EXTERNAL TO HUMLIFE360.COM FOR THE RECONSTRUCTION OF ANY LOST DATA. HUMLIFE360.COM PROVIDES THE SERVICE "AS IS" AND "AS AVAILABLE". THAT MEANS THAT THE INFORMATION CONTAINED ON OR PROVIDED THROUGH THIS SERVICE IS INTENDED FOR GENERAL CONSUMER UNDERSTANDING AND EDUCATION. ANY ACCESS TO THIS SITE IS VOLUNTARY. WE WILL REGARD ALL ACCESS AS VOLUNTARY AND AT THE SOLE RISK OF THE USER. TO THE MAXIMUM EXTENT PERMITTED BY LAW, HUMLIFE360.COM MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICE OR THE INFORMATION, TOOLS, SOFTWARE, OR CONTENT INCLUDED IN THE SERVICE. HUMLIFE360.COM MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, SECURE, OR TIMELY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, HUMLIFE360.COM EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND THOSE ARISING FROM A COURSE OF DEALING, TRADE, USAGE OR PERFORMANCE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, AND THEREFORE SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. WE URGE YOU TO KEEP BACKUP COPIES OF YOUR PERSONAL CONTENT, IF ANY, THAT YOU MAINTAIN ON OR USE WITH THE SERVICE. IF YOUR USE OF THE SERVICE RESULTS IN THE NEED FOR SERVICING OR REPLACING PROPERTY, MATERIAL, EQUIPMENT OR DATA, WE ARE NOT RESPONSIBLE FOR ANY RESULTING COSTS OR DAMAGES.

15. EXCLUSION OF DAMAGES; LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NONE OF THE INDEMNIFIED PERSONS ARE LIABLE TO YOU OR ANY OTHER PERSON FOR INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, STATUTORY, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST REVENUE, LOSS OF DATA, LOSS OF PRIVACY, LOSS OF GOODWILL OR ANY OTHER LOSSES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE) OR STRICT OR PRODUCT LIABILITY.

WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL THE AGGREGATE LIABILITY TO YOU OF THE INDEMNIFIED PERSONS EXCEED, IN TOTAL, THE AMOUNTS PAID BY YOU TO US.

16. COPYRIGHT INFRINGEMENT/DMCA

A. HUMLIFE360.COM respects the intellectual property rights of others and requests that users of the Service do the same. If you believe that your work is being used on the Service in a way that constitutes copyright infringement, you may notify us by providing our copyright agent with the following information in writing:

- i. the electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf;
- ii. identification of the copyrighted work that you claim has been infringed;
- iii. identification of the material that is claimed to be infringing and information reasonably sufficient to permit HUMLIFE360.COM to locate the material (for example, by providing a URL to the material);
- iv. your name, address, telephone number, and email address;
- v. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- vi. a statement that the information in your notification is accurate and a statement, made under penalty of perjury, that you are the copyright owner or are authorized to act on the copyright owner's behalf.

B. Our designated agent to receive notification of claimed infringement can be reached at:

HumLife360 Inc.

Attn: Copyright Agent

1162 S. Oak Park Ave. Oak Park IL 60304

copyright@humlife360 Inc.

C. It is our policy to terminate in appropriate circumstances any Account or user for repeated infringement of intellectual property rights, including copyrights, and we also reserve the right to terminate an Account or user for even one instance of infringement.

D. HUMLIFE360.COM may access, preserve and disclose to third parties any of your information or data (including personally identifiable information and private communications) related to a written complaint of copyright infringement if we believe in our sole discretion that such access, preservation, or disclosure is necessary or useful to respond or otherwise address such complaint.

17. CUSTOMER SUPPORT

We have no obligation to provide customer support. However, we may provide you with customer support from time to time, at our sole discretion, if you have created an Account and you submit your customer support questions using your Account.

18. NOTICES AND CONTACT INFORMATION

Except as otherwise provided in these Terms, HUMLIFE360.COM will give you any notices by posting them on the Site. Since notice of any material change to the Terms will be posted to the Site for at least 30 days, we encourage you to visit the Site at least that often. You also authorize HUMLIFE360.COM to send notices (including notice of subpoenas or other legal process, if any) via electronic mail to either your HUMLIFE360.COM email account or to the non-HUMLIFE360.COM email address that we have on record for you. You must check the Site for notices, and you will be considered to have received a notice when it is made available to you by posting on the Site or when sent by HUMLIFE360.COM via electronic mail, whether or not received by you. HUMLIFE360.COM may provide notice to any email or other address that you provide to us. You must keep your address current and any notice sent by HUMLIFE360.COM to the address that you have most recently provided is effective notice. With the exception of notices related to removal of licensed material and to copyright infringement as described in Sections 5 and 16 above, respectively, you must send us any notice by mailing it to our address for Legal Notices which is: 1162 S. Oak Park Ave. Oak Park IL 60304, Attn: Legal Department.

19. ADDITIONAL TERMS

A. Agreement to Conduct Transactions Electronically. All of your transactions with or through the Service may, at our option, be conducted electronically from start to finish. If we decide to proceed non-electronically, those services will still be governed by the remainder of these Terms unless you enter into different terms on a form provided by us. If the law allows you to withdraw this consent or if we are ever required to deal with you non-electronically, we reserve the right to charge or increase fees and you agree to print or make an electronic copy of the Terms and any other contract or disclosure that we are required to provide to you.

B. No Agency; No Third Party Beneficiary. These Terms do not create any agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship. Except for the Indemnified Persons, there are no third party beneficiaries of these Terms.

C. Severance. If any part of the Terms is held by a court of competent jurisdiction to be invalid or unenforceable, the invalid or unenforceable part will be given effect to the greatest extent possible and the remainder will remain in full effect, provided that the allocation of risks described in these Terms is given effect to the fullest extent possible.

D. Assignment. These Terms are personal to you and you may not transfer, assign or delegate them to anyone without the express written permission of HUMLIFE360.COM . Any attempt by you to assign, transfer or delegate these Terms without the express written permission of HUMLIFE360.COM will be null and void. HUMLIFE360.COM has the right to transfer, assign and delegate these Terms to one or more third parties without your permission.

E. Jurisdiction; Choice of Law; Export Limitations. This Service is controlled by us from our offices in the United States of America and is directed to U.S. users. If you access the Service from locations outside the U.S., you do so at your own risk and you are responsible for compliance with applicable local laws. You may not use or export anything from the Service in violation of U.S. export laws and regulations or the Terms. These Terms and all performances and claims of every nature between us are governed by the laws of the State of Illinois, U.S.A., without regard to any conflicts of laws principles that would result in the application of the law of a different jurisdiction. You and HUMLIFE360.COM submit to the exclusive personal jurisdiction and venue of the state and federal courts located within Cook County, Illinois.

F. Limitations on Actions. Any action concerning any dispute with respect to the Service must be commenced within one year after the cause of the dispute arises, or the cause of action is barred.

G. Interpretation. The paragraph headings in these Terms are included to help make these Terms easier to read and have no binding effect. As used in these Terms, the words "include" and "including" are meant to be illustrative and not exhaustive.

H. Entire Agreement. These Terms (including terms incorporated into them, e.g., the Privacy Policy) and any policies and guidelines posted to the Service by HUMLIFE360.COM comprise the entire agreement (the "Entire Agreement") between you and HUMLIFE360.COM with respect to the use of the Service and supersede all contemporaneous and prior agreements between the parties regarding the subject matter contained herein, and neither party has relied on any representations made by the other that are not expressly set forth in the Entire Agreement.

I. No Waiver. The failure of any party to exercise or enforce any right or provision of these Terms, including any failure to act with respect to a breach, will not constitute a waiver of such right or provision or that party's right to act with respect to subsequent or similar breaches. We suggest that you print out a copy of these Terms for your records.

20. FURTHER INFORMATION

If you have a complaint, you may contact us at HUMLIFE360.COM Legal Department:
HumLife360 Inc..

Attn: Legal Department

1162 S. Oak Park Ave. Oak Park IL 60304

21. LEGAL NOTICES

A. NOTICE OF AVAILABILITY OF FILTERING SOFTWARE

All users are hereby informed by the provider of this interactive computer service that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist in limiting access to material that is harmful to minors. A report detailing some of those protections can be found at <http://www.ntia.doc.gov/ntiahome/ntiageneral/cipa2003/index.html> (Children's Internet Protection Act: Report on the Effectiveness of Internet Protection Measures and Safety Policies).

B. NOTICE: NO HARVESTING OR DICTIONARY ATTACKS ALLOWED

YOU MAY VIOLATE FEDERAL LAW IF YOU: (i) INITIATE THE TRANSMISSION TO HUMLIFE360.COM COMPUTERS OR DEVICES OF A COMMERCIAL ELECTRONIC MAIL MESSAGE (AS DEFINED IN THE U.S. "CAN-SPAM ACT OF 2003") THAT DOES NOT MEET THE MESSAGE TRANSMISSION REQUIREMENTS OF THAT ACT; OR (ii) ASSIST IN THE ORIGINATION OF SUCH MESSAGES THROUGH THE PROVISION OR SELECTION OF ADDRESSES TO WHICH THE MESSAGES WILL BE TRANSMITTED.

C. NOTICE RE TRADEMARKS

The trademarks HumLife360 and all other trademarks listed below or used in the Service are owned by HumLife360 Inc. The names of third parties and their products mentioned may be their trademarks. You may not use any of the above or other trademarks displayed on the Service or in any Service content. All rights are reserved.

22. SUBSCRIPTION PROGRAM TERMS

HUMLIFE360.COM may offer certain programs as part of the HUMLIFE360.COM Service which require a subscription ("Subscription Program"). If you participate in the Subscription Program, the following Subscription Program Terms apply, and are governed by the Terms of Use, above, which are incorporated herein by reference. In the event of a conflict between these Subscription Program Terms and the Terms of Use, these Program Terms will control.

A. PARTICIPATION.

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