

WEBSITE TERMS OF USE

YOU ("YOU") AGREE THAT BY USING WWW.NEWMILLENNIUMMEDICAL.COM ("WEBSITE"), SUCH USE INDICATES YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH BELOW ("AGREEMENT"). THIS AGREEMENT GOVERNS YOUR USE OF THIS WEBSITE AND ALL CONTENT CONTAINED ON THIS WEBSITE MADE AVAILABLE BY NEW MILLENNIUM MEDICAL, LTD., A CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF ILLINOIS, U.S.A., ITS SUCCESSORS AND ASSIGNS ("WE" OR "US").

"YOU", WHERE APPROPRIATE, ALSO REFERS TO THE ORGANIZATION THAT THAT YOU, AS AN EMPLOYEE, OR, OTHERWISE AS AN AGENT, ARE ACTING ON BEHALF OF WHEN USING OUR WEBSITE AS A REGISTERED USER OR OTHERWISE. BY USING THIS WEBSITE, YOU, AS AN EMPLOYEE OR AGENT, REPRESENT YOU HAVE ACTUAL AUTHORITY TO ACT ON BEHALF OF SUCH ORGANIZATION/USER AND OTHERWISE AGREE TO THESE TERMS BY USING THIS WEBSITE.

IF YOU DO NOT ACCEPT THESE TERMS, YOU ARE NOT PERMITTED TO USE THIS WEBSITE. YOU ACKNOWLEDGE THAT YOU HAVE READ AND THAT YOU UNDERSTAND THESE TERMS AND CONDITIONS AND THAT YOU ARE ENTERING INTO A LEGALLY BINDING AGREEMENT WITH US. OUR PRIVACY POLICY AND ANY OTHER SEPARATE POLICY, LEGAL NOTICE OR DISCLAIMER APPEARING ON THIS WEBSITE IS HEREBY INCORPORATED INTO THIS AGREEMENT BY REFERENCE.

Prohibited Access for Persons Under the Age of 18.

IF YOU ARE UNDER THE AGE OF 18, YOU ARE RESTRICTED FROM USING ANY PORTION OF THIS WEBSITE AND YOU MUST EXIT THIS WEBSITE IMMEDIATELY.

Modifications to this Agreement

We may, in our sole and absolute discretion, change the terms contained in this Agreement from time to time. We will post notice of any such changes on the Website prominently and/or notify all registered users the next time they log-on after the any changes are effective. Notwithstanding, You agree to periodically visit these terms of use to determine the then current terms and conditions applicable to your use of this Website and all Materials. If you object to any such changes made by us, your sole recourse shall be to cease using this Website. If you continue to use this Website after notice has been posted regarding any changes, You agree this shall indicate your acceptance of all such amendments.

Limited License to Use this Website

You are granted a single, non-exclusive and revocable license to view and access the content contained on this Website, any logos, text, graphics, headers, banners, images, coding, tags, videos, audio recordings, podcasts and similar recordings, applications, files or any other separate website

element made available to You (collectively referred to as "Materials"). You agree that no joint venture, partnership, employment or agency relationship exists between You and us as a result of this agreement or your use of this Website. You are responsible for obtaining and maintaining all equipment and services needed for your access to and use of this Website and are responsible for all related charges.

General Website Use Restrictions

As a condition of your access and use of this Website, You agree that: i) You will only use this Website and/or any of the Materials for personal, non-commercial purposes; ii) You will not to use the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with another person's use and enjoyment of the Website, including uploading or introducing files that contain viruses, corrupted files, or any other similar software or other applications or programs that cause damage or interference with any computer, server or network; iii) You will not engage in any unauthorized use of any Materials in a manner that violates copyright laws, trademark laws or the laws of privacy and publicity of another; iv) You will not to use any data mining, robots, engage in any "harvesting or similar data gathering or extraction methods in connection with this Website; v) You will not otherwise engage in any hacking or attempt to gain unauthorized access to any portion of this Website; and vi) You agree to comply with all applicable laws and regulations of the United States and any other applicable International treaty, law or regulation governing your use of this Website. Use of this Website for any of the foregoing reasons is strictly prohibited. Additional use restrictions are contained elsewhere in this Agreement.

Compliance with Applicable Laws

We make no representation that the Materials available on this Website are appropriate or available for use in your jurisdiction. You are solely responsible for compliance with local laws in your jurisdiction or territory, to the extent applicable. **Access and use of this Website from any jurisdictions where the Materials are illegal is strictly prohibited and we shall have no liability to You whatsoever in such case.**

Our Intellectual Property

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Website (including the unique combination of Website colors, page headers, graphics, icons, images and scripts, etc.) is considered by us to be valuable and protectable trade dress and may not be copied, imitated, or used (in whole or in part) by You without our prior written permission. This Website and all separate Website elements are protected under United States copyright laws. You may not engage in any "framing" of any page of this Website or otherwise of any of the Materials on this Website. Some of the Materials on this Website include embedded video and/or audio recordings and may include podcasts and other similar downloadable video or audio files from time to time. All video and audio recordings and files are owned by us unless otherwise stated in those Materials. Additionally, this Website may contain embedded video or audio recordings from external servers and third party websites including, but not limited to, YouTube.com, Google Video, etc. All such embedded recordings are owned by us regardless of whether they are hosted by any such third party websites and/or external servers.

Our External Links Policy

We grant You permission to link to this Website, including "deep linking" to web pages within this Website. However, at all times You agree that: (1) You will only use a text link to link to this Website as it appears on your website and You will not use any trademark or logo or incorporate any type of "image link on your website using any of the Materials; (2) You will not engage in any "scraping" of the Materials by any means (i.e., extracting content from the Website and reformatting it, aggregating it with other content or redistributing it other than in its complete and original format); (3) You will not engage in any "framing" of any pages of this Website or any of the Materials by copying any displaying any portions thereof through use of any in-line links or by any other manner; and (4) You agree to display any web page within this Website in full including all trademarks, advertising, banner ads and all other promotional materials, unaltered and without any additional content not included on the original webpage, including any frame, border, margin, design, logo, branding, third party trademark or any other advertising or promotional materials not displayed on the original webpage. We reserve the right at any time, in our sole discretion, to revoke your right to link to any webpage on this Website. Any other use by You of any external links to this Website made in any manner other than according to these terms is strictly prohibited. Notwithstanding the foregoing, You, or any of your employees, agents, affiliates or any other person or entity under your control, are restricted from placing any type of external link to this Website on any website that has been penalized or de-indexed by Google or any other major search engine due to the website's content, spam practices, any malware/viruses contained on the website(s) or due to any other activities whatsoever in violation of the terms or policies of such search engine. In addition, You agree that You will immediately cause the removal of any links to this Website from any such third-party website(s) which has/have in fact been penalized or de-indexed by Google or any other major search engine, or which otherwise has/have caused us to suffer a decrease in search engine rankings, incur any search engine penalties or suffer any other damages due to the existence of any links to our Website.

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Intellectual Property Disclaimer

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All medical and health related information and materials contained on this Website on our blog or anywhere else on this Website are not intended to be a substitute for professional medical advice and such information is being provided for general information purposes only. We make no representations and we assume no responsibility for the accuracy of any information contained on or available through this Website and such information is subject to change without notice. Additionally, we do not promote, endorse, recommend or otherwise provide any opinions or make any representations concerning the effectiveness of any treatment, course of action, test, health provider or product or service referenced on this Website. You are encouraged to confirm any information obtained from or through this Website with other resources, including your physician. **UNDER NO CIRCUMSTANCES SHOULD YOU USE ANY OF THE INFORMATION CONTAINED ON THIS WEBSITE TO DETERMINE WHETHER OR NOT YOU SHOULD DELAY SEEKING ANY MEDICAL TREATMENT, OR PROFESSIONAL MEDICAL ADVICE. WE SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES TO YOU FOR ANY TYPE OF DAMAGES YOU MAY INCUR, OF WHATEVER KIND OR NATURE, FROM ANY INFORMATION OR MATERIALS CONTAINED ON THIS WEBSITE OR FROM ANY ADVICE, TREATMENT, DIAGNOSIS OR FROM ANY SERVICES OR PRODUCTS THAT YOU OBTAIN THROUGH ANY INFORMATION CONTAINED ON THIS WEBSITE.**

THIRD PARTY PARTNER SERVICES DISCLAIMER

When you use this Website, you may be offered weight loss services and/or products by our third-party partners on or through any of our partner's websites(s). We make no representations regarding the nature of such services and/or products or the claims made about any such services or products. Access to these websites and services is merely made available to you for your convenience. Further, any products you are able to purchase from third-parties may not have been evaluated by the United States Food and Drug Administration (FDA) or otherwise approved to diagnose, treat, cure or prevent disease. You agree that access and use of any third-party website you may be directed to from your use of this Website by otherwise clicking on any links contained herein shall be done by you at your sole risk. You assume the sole risk associated with the use of any third-party weight loss services or products from any such third-party you may engage the services of or purchase products from and you agree that we shall have no liability to you whatsoever for any damages of any kind for redirecting you to such third-party website(s).

WEBSITE USE GENERAL WARRANTY DISCLAIMER

USE AND ACCESS OF THIS WEBSITE AND OF ANY OF THE MATERIALS IS DONE AT YOUR SOLE RISK. THIS WEBSITE AND ALL MATERIALS ARE BEING PROVIDED "AS IS" AND "WITH ALL FAULTS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING YOUR USE OR THE PERFORMANCE OF THIS WEBSITE OR

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LIMITATIONS ON LIABILITY

YOU AGREE THAT WE SHALL NOT BE LIABLE TO YOU UNDER ANY CIRCUMSTANCES FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR ANY OTHER DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUES, LOST DATA OR LOSS OF GOODWILL, OR FOR ANY OTHER DAMAGES WHATSOEVER ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THIS WEBSITE IN ANY MANNER WHATSOEVER INCLUDING YOUR USE OR RELIANCE ON ANY OF THE MATERIALS CONTAINED ON THIS WEBSITE OR CONTAINED ON ANY THIRD PARTY WEBSITE YOU ACCESS THROUGH THIS WEBSITE. WE SHALL NOT BE LIABLE TO YOU AS STATED HEREIN REGARDLESS OF THE CAUSE OF ANY DAMAGE YOU MAY INCUR, INCLUDING ANY DAMAGES NOT FORSEEABLE BY US AND REGARDLESS OF THE NATURE OF ANY CLAIM, WHETHER FOR BREACH OF CONTRACT, BY STATUTE, FOR ANY TORTS (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY) OR FOR ANY OTHER LEGAL THEORY, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE SAME. YOU ACKNOWLEDGE THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE UNKNOWN OR ARE UNSUSPECTED. ACCORDINGLY, YOU AGREE TO WAIVE THE BENEFIT OF AND YOUR RIGHTS UNDER ANY LAW THAT OTHERWISE MIGHT LIMIT YOUR WAIVER OF SUCH CLAIMS INCLUDING, TO THE EXTENT APPLICABLE, CALIFORNIA CIVIL CODE §1542.

Exceptions to Disclaimers And Limitations

Some jurisdictions do not allow the waiver of certain warranties or the limitation of liability for certain damages. Accordingly, some of the above warranty disclaimers and limitations of liability may not apply to you. To the extent that we may not disclaim any implied warranty or limit its damages, the scope and duration of any required warranties under law and the extent of our liability shall be as limited as allowed under any applicable laws.

Privacy And Communications Policy Consent

By using this Website, You consent to our use of any personal information provided by You through your use of this Website pursuant to the terms contained in our **Privacy and Communications Policy**. You also acknowledge that You have read and understand these terms **before** You submit any personal information on this Website for any reason.

Anti-Spam Policy

We intend to comply with the requirements of the CAN-SPAM Act (15 U.S.C. § 7701 et. seq.) at all times. We do not engage in sending any unsolicited SPAM or junk mail of any kind including sending out any email communications in bulk or by a single mailing to anyone. However, if You have registered to this Website or subscribed to receive any materials from us and provided your email, You may receive promotional emails regarding upcoming product offers, sales, contests, etc. We do not consider such communications to be unsolicited SPAM. You will always have an option to opt-out of receiving any such communications from us. Please see our Privacy and Communications Policy for more information on how we use any information we collect from You.

No person who accesses or uses this Website, including any registered users, may use any information collected from this Website to send any unsolicited email communications or email communications otherwise in violation of the CAN-SPAM Act. Such activities are strictly prohibited and a violation of these terms. We will immediately terminate the user account of any registered user (to the extent applicable) who has violated this provision. **If You would like to contact us for any other reason relating to this policy, including making any complaints regarding any emails sent to You, please contact us at support@newmillenniummedical.com. If you would like to opt-out of marketing or promotional emails, please either click “unsubscribe” in the body of the email communication, or send an email to support@newmillenniummedical.com to be removed.**

Miscellaneous:

A. Severability

If any provision of this Agreement is held by a court or other tribunal of competent jurisdiction, in whole or in part, to be invalid, illegal, or unenforceable in any respect, for any reason, the validity, legality and enforceability of the remainder of that provision, any other remaining provisions, and of the entire Agreement shall not in any way be affected or impaired thereby, and shall be interpreted, to the extent possible, to achieve the purposes as originally expressed with the provision found to be invalid, illegal or unenforceable. Each provision hereof is intended to be severable, and the validity, legality, or enforceability of any provision of this Agreement shall not affect the validity, legality, or enforceability of the remainder of the Agreement.

B. Entire Agreement

Except for the Privacy and Communications Policy or the terms of any Other Agreement, these terms supersede any and all prior and existing agreements, whether oral or in writing, between You and us with respect to your use and access of this Website and constitutes the entire agreement between the parties. This Agreement will be expressly incorporated by reference in each and every agreement between You and us regarding your use and access of this Website, including the terms of any Other Agreement.

C. Arbitration

YOU AGREE TO GIVE UP YOUR RIGHTS TO BRING ANY CLAIMS RELATING TO THIS AGREEMENT AND/OR YOUR USE OF THIS WEBSITE IN GENERAL INCLUDING THE RIGHT TO A JURY OR BENCH TRIAL AND/OR TO INITIATE OR PARTICIPATE IN A CLASS ACTION LAWSUIT AGAINST US BEFORE A COURT OF LAW OR OTHER LEGAL TRIBUNAL AND TO OTHERWISE RESOLVE ALL DISPUTES OR CLAIMS EXCLUSIVELY BY ARBITRATION OTHER THAN ANY DISPUTES OR CLAIMS RELATED TO THE PROTECTION OF ANY INTELLECTUAL PROPERTY RIGHTS. Except for actions to protect intellectual property rights and to enforce an arbitrator's decision hereunder, any and all claims, disputes or controversies of whatever kind and nature, whether preexisting, present or future between You and us, our agents, employees, principals, directors, officers, shareholders, members, managers, successors and assigns, to the extent applicable, arising from or relating to this Agreement, its interpretation or validity, shall be resolved exclusively by binding arbitration pursuant to the then-current rules of the American Arbitration Association ("AAA") and shall be administered by the AAA. Notwithstanding the foregoing, to the extent You have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in state or federal court under the terms of this Agreement.

Any arbitration proceeding shall be exclusively brought and heard in either Belvedere or Rockford, Illinois. The arbitrator shall be authorized to grant any relief available under law or in equity and any award rendered shall be final and conclusive upon the parties, except that the arbitrator shall not be authorized to award punitive damages to either You or us. Any judgment may be entered in any court having jurisdiction and the arbitrator may award reasonable costs and fees, including reasonable attorney's fees and all arbitration fees, to the prevailing party, notwithstanding the then current rules of the AAA. **YOU AGREE THAT A WRITTEN NOTICE REQUESTING ARBITRATION MUST BE PROVIDED TO US WITHIN ONE (1) YEAR AFTER THE ACTS OR OCCURRENCES SUPPORTING SUCH A CLAIM, WITHOUT TOLLING FOR A FAILURE TO DISCOVER SUCH ACT OR OCCURRENCE.** If You do not send a written notice to us within the requisite one (1) year period, You agree that any such claim (or claims) shall be waived and are hereby released by You and You shall be forever barred from asserting such claim (or claims) at any time after the expiration of such period.

D. Venue/Choice of Law

Any and all claims, demands, controversies or legal proceedings arising out of or related to this Agreement and/or your use of this Website may only be brought exclusively in the 17th Judicial Circuit Court, situated in Belvidere, Illinois and You hereby expressly agree to submit to the personal jurisdiction of such court and consent to extra-territorial service of process. Further, You waive any right to challenge the selection and choice of jurisdiction and You acknowledge that the right of selection of jurisdiction being waived by You is a valid part of the consideration of allowing access to and use of this Website by You. This Agreement shall be construed and enforced in accordance with the laws of Illinois, without regard to any applicable provincial conflict of laws principles and without regard to any applicable International laws, treaties or regulations.

E. Waiver

The waiver by us of a breach of any provision of this Agreement by You shall not operate or be construed as a waiver of any other or subsequent breach by You. Any non-enforcement of this agreement by us shall not be considered a waiver of our rights to enforce the terms hereunder.

F. Termination of Website Services

We reserve the right at any time, in our absolute sole discretion, to modify or terminate, either temporarily or permanently, this Website, any of the Materials or any services or functions offered by or through this Website, with or without notice. You agree that we shall not be liable to You or to any third party for any such modification or termination. These Website terms shall remain in full force and effect notwithstanding any termination of your use of this website.

G. Headings/Construction

The section titles in these Terms are for convenience only and have no legal or contractual effect. These Terms will be interpreted without application of any strict construction in favor of or against You or us.

H. Assignment

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned by us without restriction.

I. Notice

Except as explicitly stated otherwise, any notice to us shall be given by email to: support@newmillenniummedical.com. Any notice to you shall be sent to the email address that you provide to us during the registration process. Notice shall be deemed given twenty-four (24) hours after an email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided by you to us during the

registration process. In such case, notice shall be deemed given three (3) days after the date of mailing.