

TERMS OF USE AGREEMENT

Effective Date: July 27, 2015

PLEASE READ THE FOLLOWING TERMS OF USE AGREEMENT CAREFULLY BEFORE USING OUR SITES, AS THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS AND OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, LIMITATIONS ON DAMAGES, ARBITRATION OF DISPUTES, AND APPLICATION OF FLORIDA LAW. BY ACCESSING, BROWSING, OR USING OUR SITES, YOU HEREBY AGREE TO BE BOUND BY THIS TERMS OF USE AGREEMENT AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. **IF YOU DO NOT EXPRESSLY AGREE TO ALL SUCH TERMS, PLEASE DO NOT ACCESS, BROWSE, OR USE OUR SITES.**

Acceptance of Terms

This Terms of Use Agreement (this "Agreement") is legally binding between you and EGB Bloodtype-Based Fitness, LLC ("EGB") and shall govern your use of www.egbexperience.com and associated mobile websites, social media sites, and any other digital services and properties officially operated or used by EGB (collectively, our "Sites"). This Agreement does not apply to any other website or any offline activities by EGB (unless otherwise stated).

By accessing, browsing, or using our Sites, you expressly indicate that you have read and agree to be bound by this Agreement. **IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT USE OUR SITES.**

Changes to the Terms of Use Agreement

EGB may change this Agreement at any time and for any reason by posting a new version on this page or a successor page. The new version will become effective on the date it is posted, which EGB will list at the top of the page as the new "Effective Date." As such, you should periodically review this page for the latest information on this Agreement. Your continued use of our Sites following the posting of any changes to EGB's terms and conditions shall mean you agree and accept such changes.

Click-Through Agreements

Before using certain areas of our Sites, you may be asked to indicate your acceptance of additional special terms and conditions by clicking a button marked "I Accept," "I Agree," or other similar acknowledgement of your consent or acceptance of a Click-Through Agreement. To the extent a conflict arises between this Agreement and any Click-Through Agreement for the activity in which you choose to participate, the Click-Through Agreement shall govern.

Online Policies

EGB's [Privacy Policy](#), [Intellectual Property Policy](#), and [Code of Conduct](#), as well as other additional terms and conditions applicable to certain portions of our Sites (collectively, "Additional Terms") are incorporated herein by reference. For instance, the terms of use that allow members to post comments and participate in online discussions will apply to users of those services in addition to this Agreement. To the extent a conflict arises between this Agreement and the Additional Terms for the activity in which you choose to participate, the Additional Terms shall govern.

A. Privacy Policy. EGB's [Privacy Policy](#) protects your registration data and other personal information. When you use our Sites, you herein consent to the collection and use of the information provided, including the transfer of information within the United States or other countries for storage, processing, or use by EGB. For detailed information about EGB's data protection practices and use and protection of your personal information, please read EGB's [Privacy Policy](#).

B. Intellectual Property Policy. EGB respects the intellectual property rights of others and asks you to do the same. As such, EGB prohibits users from posting, sharing, transmitting, or otherwise making available any material that infringes another's intellectual property rights. In accordance with the Digital Millennium Copyright Act and other applicable law, EGB will promptly remove or disable access to any allegedly infringing material upon receiving proper notification of such alleged infringement. In appropriate circumstances and at our sole discretion, EGB may disable or terminate the account of any member who repeatedly violates this Agreement or infringes the rights of others. If you believe any material on our Sites infringes a copyright or other intellectual property, please read EGB's [Intellectual Property Policy](#) to provide us with proper written notice.

C. Code of Conduct. EGB's [Code of Conduct](#) explains the conduct expected of you when you access or use our Sites. Any material you post or share on our Sites should include only information relevant to the topic or discussion at hand, but should not contain any confidential or proprietary information or otherwise violate any laws, rules, ethics, or contracts by which you are bound. In our sole discretion, EGB reserves the right to monitor and screen all content submitted by you to our Sites and may delete any such content that violates this Agreement or any Additional Terms, or that EGB may otherwise find objectionable. For detailed information about the conduct expected of you while on our Sites, please read EGB's [Code of Conduct](#).

Web Content and Materials

A. Ownership. Our Sites (including past, present, and future versions) and all materials included thereon or otherwise made a part thereof, including, without limitation, text, graphics, photographs, illustrations, designs, layout, audio, videos, advertising copy, trademarks, logos, domain names, trade names, service marks and trade identities, copyrightable material, the "look and feel" of our Sites, and all other materials related to our Sites (collectively, our "Content") are owned, controlled, or licensed by EGB and our subsidiaries, affiliates, or agents, and are protected from unauthorized use, copying, and dissemination by copyright, trademark, and other intellectual property laws. Except as expressly provided herein, use of our Sites grants no rights to you of our Content. Any rights to use our Content not expressly granted to you under this Agreement are reserved for EGB or our subsidiaries, affiliates, or licensors. Nothing contained in this Agreement will in any way affect, impair, or limit EGB's rights to fully exploit our Content. You acknowledge and agree not to directly or indirectly contest, challenge, assist in contesting or challenging the validity or ownership of our Content, or take any action whatsoever in derogation of EGB's rights therein or in breach of this Agreement or any Additional Terms. You also acknowledge and agree not to acquire or claim any rights in our Content or assist anyone else in doing so.

B. Content Disclaimer. The information on our Sites is for educational purposes only, and is not designed to and does not provide medical advice or professional diagnosis, opinion, treatment, treatment outcome, or services to you or any other individual. Such information may or may not reflect the most current medical developments. Accordingly, the information on our Sites is not promised or guaranteed to be correct or complete and should not be relied on as such. As medical advice must be tailored to the

specific circumstances of each case, nothing provided on our Sites should be used as a substitute for the advice of competent medical advice. The information on our Sites does not constitute medical advice or related diagnosis and does not necessarily reflect the opinions of EGB. For more on disclaimers related to information on our Sites, see EGB's [Disclaimer](#), which is incorporated into and made a part of this Agreement.

C. Proprietary Rights. All materials contained on our Sites are protected by United States copyright law or similar laws of other jurisdictions, and may not be reproduced, distributed, transmitted, displayed, published, or broadcast without EGB's prior written consent, or in the case of third-party materials, the owner of that content. You may not alter or remove any copyright, trademark, or other notice from copies of the content. You may, however, download one machine-readable copy and one print copy per page of material from our Sites for your personal, non-commercial use only.

D. License Grant. You are granted a personal, revocable, limited, non-exclusive, non-assignable, non-transferrable, royalty-free license to access and use our Sites conditioned on your continued acceptance of and strict compliance with this Agreement. You may use our Sites and Content for your non-commercial, personal use and for no other purpose. EGB reserves the right to bar, restrict, or suspend any user's access to our Sites and Content or to terminate this license at any time for any reason. EGB also reserves any rights not explicitly granted in this Agreement.

E. License Restrictions. Unless otherwise expressly stated in this Agreement or evidenced by EGB's prior written consent, you may not modify, translate, create derivative works of, copy, distribute, market, display, remove or alter any proprietary notices or labels from, lease, sell, sublicense, transfer, decompile, reverse engineer, or incorporate into any information retrieval system, our Sites, our Content, or any portion thereof. Further, you may not: (1) use our Sites for any unauthorized or illegal purpose, including, without limitation, obtaining or attempting to obtain unauthorized access to our Sites or Content; (2) interfere with the proper working of our Sites, including, without limitation, transmitting any virus, worm, timer, clock, Trojan horse, or other limiting routine, instruction, or design; or (3) interfere with any other person's use and enjoyment of our Sites and Content.

F. User Content. From time to time, you may post, share, or otherwise submit content, including, without limitation, text, graphics, photos, audios, or videos (collectively, your "User Content"), on our Sites. You hereby grant EGB a worldwide, royalty-free, non-exclusive, unrestricted, unconditional, unlimited, irrevocable, perpetual right and license to host, use, distribute, reproduce, modify, adapt, publicly perform, publicly display, or otherwise use, store, and exploit in any manner whatsoever all or any portion of your User Content on our Sites for any purpose whatsoever in all formats; on or through any medium known or hereafter developed; and with any technology or devices now known or hereafter developed, and to advertise, market, and promote same. This license also gives EGB the right to incorporate your User Content, in whole or in part, into other works in any arrangement or medium currently used or later developed.

You also grant EGB the right to sub-license and authorize others to exercise any of the rights granted to EGB under this Agreement, and each such third party will be entitled to benefit from the rights and licenses granted to EGB hereunder. You further authorize EGB to publish your User Content in a searchable format that may be accessed by members of our Sites.

Except as prohibited by law, you waive any moral rights you may have in your User Content, even if such content is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably

agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted herein.

Except as otherwise described in our [Privacy Policy](#) or any Additional Terms, you agree: (1) EGB will treat your User Content as non-confidential and non-proprietary, regardless of whether you mark them "confidential," "proprietary," or the like, and such content will not be returned; and (2) EGB does not assume any obligation of any kind to you or any third party with respect to your User Content. You also acknowledge the Internet may be subject to breaches and security and submissions of User Content or other information may not be secure, and you should consider this before submitting any information to EGB through our Sites.

You agree EGB has no obligation to pre-screen, monitor, or enforce your intellectual property rights to your User Content but has the right to protect and enforce EGB's and our licensees' licensed rights to such content. You also agree EGB has no obligation to, but may review, monitor, display, accept, or exploit your User Content; provided, EGB reserves the right to treat your User Content (or certain portions thereof) on our Sites as content stored at the direction of members for which EGB will not exercise editorial control, except to enforce the rights of third parties and the content restrictions set forth in EGB's [Code of Conduct](#) when notice of such violations are directed to EGB's attention. User Content may not be maintained on our Sites for any specific period of time and may be deleted, edited, distributed, moved, blocked, distorted, or refused exploitation without notice or liability at EGB's sole discretion. Once submitted, you have no right to access or control your User Content on our Sites and agree EGB is not obligated to use such content and that you will not receive any consideration or compensation for your User Content or any exploitation thereof.

You shall evaluate and bear all risks associated with the use of your User Content, including, without limitation, any reliance on the accuracy, completeness, or usefulness of such content. Because EGB may not pre-screen your User Content, you bear legal responsibility for others' exposure to any offensive, indecent, or objectionable material contained therein.

G. Contributions to Our Sites. EGB may provide an area for you to contribute feedback on our Sites. Such feedback includes, without limitation, ideas, articles, suggestions, or proposals, and is separate and apart from your User Content (collectively, your "Contributions"). When you submit your Contributions to our Sites, you acknowledge and agree: (1) your Contributions do not contain any type of confidential or proprietary information; (2) EGB shall not be liable or under any obligation to ensure or maintain confidentiality, expressed or implied, related to any Contributions; (3) EGB shall be entitled to use or disclose any such Contributions in any manner whatsoever; (4) your Contributions shall automatically become the sole property of EGB; and (5) EGB is under no obligation to either compensate or provide you with any form of reimbursement in any manner or nature.

Registration

All visitors to our Sites, whether or not registered, shall be deemed "users" of our Sites for the purpose of this Agreement. Once an individual registers for our Sites, through the process of creating an account, the user shall then become a "member." To become a "member," you must be eighteen (18) years of age to enter into and form a legally binding contract.

To register on our Sites, you must provide certain personal information. This decision is purely optional. If you elect not to provide such information, you may not be able to access certain materials or content,

participate in certain features of our Sites, or engage in social networking. When you provide information to our Sites, you agree to: (A) furnish factual, correct, current, and complete information with regards to yourself, as may be requested by the data registration process; and (B) maintain and promptly update your registration and profile information to maintain accuracy and completeness at all times. If you knowingly provide any information of a false or incomplete nature, EGB will have sufficient grounds and rights to suspend or terminate your member account in violation of this Agreement and, as such, refuse any and all current or future use of our Sites or any portion thereof.

It is EGB's priority to ensure the safety and privacy of all its visitors, users, and members, especially that of children. For that reason, anyone under the age of eighteen (18) can use our Sites only with the supervision of a parent or guardian.

Member Account, Username, Password, and Security

After completion of the registration data and creation of your username, you will receive a random password (which you must later change) and account designation. You shall be responsible for maintaining the secrecy and confidentiality of your password and for all activities that transpire on or within your account. Your account username and password are to be used only by you. It shall be your responsibility to notify EGB immediately if you notice any unauthorized access or use of your account or password or any other security breach. EGB shall not be held liable for any loss or damage arising from any failure to comply with this term and condition of this Agreement. In our sole discretion, EGB reserves the right to monitor, terminate your account, or deny you access without notice and without liability.

Your membership will automatically renew, and you will be charged as specified in the description of your membership at the time of the renewal. You will be notified of any changes in membership rates. Either you or EGB can cancel your membership at any time. In the event of such cancellation, no partial month refunds will be given. EGB shall be under no obligation to issue refunds under any circumstances. In the event EGB determines you are entitled to a refund of all or part of the fees you paid, however, such refund shall only be made to the credit card account originally used by you to purchase your membership.

Member Interactions and Disputes

You are solely responsible for your interaction with other members of our Sites, whether online or offline. EGB is not responsible or liable for the conduct or content of any member. We reserve the right, but have no obligation, to monitor or become involved in disputes between you and other members. Please exercise common sense and your best judgment in your interactions with others, when you submit or post any personal or other information, and in all your other online activities on or in connection with our Sites.

Warranties and Representations

You warrant and represent: (A) you are an individual eighteen (18) years of age or older with the legal right and capacity to enter into this Agreement and comply with its terms; (B) no known contractual or legal obligations or pending or threatened claim or litigation would have a material adverse impact on your ability to perform as required by this Agreement; (C) you have accurately identified yourself through your membership account on our Sites and will maintain the accuracy of such identification; and (D) you hold and will continue to hold all rights necessary to enter into and perform your obligations under this Agreement.

You also warrant and represent you will be responsible for obtaining and maintaining all modem, telecommunications equipment, computer hardware, wireless devices, and other equipment needed to access and use our Sites and Content, and you will be responsible for all charges related thereto.

You further warrant and represent that each time you submit any User Content: (A) you shall not submit content that depicts any minor without having all proper consents from the parent or legal guardian of such minor; (B) you shall not submit content that depicts any person without that person's consent; (C) you own the rights to your User Content and the right to grant all the rights and licenses in this Agreement or have all necessary rights and licenses from any owners of such rights to enter into this Agreement and grant EGB these licenses; (D) your User Content is accurate; (E) your User Content does not and, as to EGB's permitted uses and exploitation set forth in the terms of this Agreement, will not infringe any intellectual property or other right of any third party; and (F) your User Content will not violate this Agreement or any Additional Terms, or cause injury or harm to any person. Upon our request, you will provide EGB with any documentation, substantiation, or releases necessary to verify your compliance with this Agreement. EGB has no obligation to monitor or enforce your intellectual property rights to your User Content, but you grant us the right to protect and enforce EGB's rights to your User Content, including by bringing and controlling actions in your name and on your behalf (at EGB's cost and expense, to which you hereby consent and irrevocably appoint EGB, as your attorney-in-fact, with the power of substitution and delegation, which appointment is coupled with an interest).

Interstate Communication

Upon registration, you hereby acknowledge that by using our Sites to send electronic communications, including, without limitation, email, searches, and uploading files, photos, or videos, you will cause communications to be sent through EGB's computer network. Such use and your consent to this Agreement, therefore, serve as acknowledgement that the use of our Sites shall result in interstate transmissions.

Indemnification

To the fullest extent permitted by law, you shall defend (if requested by EGB), indemnify, and hold harmless EGB and our subsidiaries, affiliates, agents, employees, officers, partners, and licensors from and against all claims arising from or in any way related to your use of our Sites or Content; your User Content; EGB's use of information you submitted to us (including your User Content); your violation of this Agreement or any Additional Terms; your violation of any laws, rules, regulations, or other governmental or quasi-governmental authorities in connection with your use of our Sites or Content; your violation of any rights of another person; or any other actions connected with your use of our Sites or Content, including any liability or expense, losses, damages (actual and consequential), suits, judgments, litigation costs, and attorneys' fees.

You will cooperate as fully required by EGB in the defense of any claim. EGB will provide prompt written notice of any such claims, but failure to provide such notice will not release you from any of your obligations herein, except to the extent you are actually prejudiced by such failure, and will not relieve you from any other liability you may have to EGB other than under this Section.

Notwithstanding the foregoing, EGB retains the exclusive right to settle, compromise, and pay any claims, demands, proceedings, suits, actions, or causes of action brought against EGB under the terms and provisions herein. EGB reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of a duly authorized officer or agent of EGB.

Modifications

EGB shall reserve the right at any time it may deem fit to modify, alter, or discontinue, whether temporarily or permanently, our Sites or any part thereof, with or without prior notice. In addition, EGB shall not be held liable to you or any third party for any such modification, alteration, or discontinuance.

Termination

This Agreement will take effect at the time you begin using our Sites. EGB reserves the right, without notice or liability, at any time and for any reason, to deny you access to our Sites or any portion thereof and to terminate this Agreement. This Agreement will automatically terminate if you fail to comply with the terms and conditions set forth herein. You may terminate this Agreement at any time by ceasing to use our Sites or canceling your member account, but all applicable provisions of this Agreement will survive such termination. Upon termination, you must destroy all copies of any portion of our Sites, including any of our Content, in your possession.

As a member of our Sites, you may cancel or terminate your account or access to our Sites by submitting a cancellation or termination request to customerservice@egbexperience.com.

Advertisers

Our Sites may contain advertisements and use third-party analytic service providers to evaluate and provide EGB or third parties with information about the use of our Sites and viewing or advertising our Content. The inclusion of advertisements on our Sites does not imply EGB's endorsement of the advertised products or services. Any correspondence or business dealings with or the participation in any promotions of advertisers located on our Sites, which may include payment or delivery of related products or services, and any other terms, conditions, warranty, or representations associated with such dealings, are and shall be solely between you and any such advertiser. Moreover, EGB shall not be held responsible or liable for any loss or damage of any nature or manner incurred as a result of any such dealings or the presence of such advertisers on our Sites.

Third-Party Sites

Our Sites may contain links to third-party websites or resources. EGB has no control over the content, operations, policies, terms, or other elements of these websites or resources and does not assume any obligation to review same. EGB does not endorse, approve, or sponsor any third-party websites, content, advertising, information, materials, products, services, or other items. Nor is EGB responsible for the quality or delivery of the products or services offered, accessed, obtained, or advertised at such third-party sites or from such third-party resources. Under no circumstances shall EGB be responsible or liable for any direct, indirect, incidental, or special loss or other damage resulting from, caused by, or allegedly caused by or in connection with the use of or reliance on any such content, products, or services made available on or through any third-party site or resource.

Any interactions, correspondence, transactions, or other dealings you have with any third parties found on or through our Sites are solely between you and the third party (including issues related to the content of third-party advertisements, payments, delivery of goods, warranties, privacy and data security, and the like). EGB disclaims all liability in connection therewith.

You are also subject to the Terms of Service or Use of any third-party website. Any information you share with or post to EGB social media profiles is also subject to the Terms of Service or Use of the host site and

may be used by the owners of the host site for their own purposes under such site's Terms of Service or Use. For more information, consult the third-party or host site's Terms of Service or Use.

Warranty Disclaimers

YOU EXPRESSLY ACKNOWLEDGE AND AGREE:

A. THE USE OF OUR SITES, INCLUDING, WITHOUT LIMITATION, OUR CONTENT, IS PROVIDED ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, EGB AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS (COLLECTIVELY, THE "EGB PARTIES") MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO: (1) OUR SITES; (2) OUR CONTENT; (3) USER CONTENT; (4) FUNCTIONS MADE ACCESSIBLE ON OR THROUGH OUR SITES; (5) ANY PRODUCTS, SERVICES, OR INSTRUCTIONS OFFERED OR REFERENCED AT OUR SITES; OR (6) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TRANSMITTED TO OR FROM EGB OR VIA OUR SITES. IN ADDITION, THE EGB PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND FREEDOM FROM COMPUTER VIRUS.

B. THE EGB PARTIES MAKE NO WARRANTIES OR REPRESENTATIONS THAT OUR SITES OR CONTENT OR THE QUALITY THEREOF: (1) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (2) SHALL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (3) WILL BE ACCURATE OR RELIABLE; (4) WILL BE FREE FROM HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES OR OTHER MALWARE; OR (5) SHALL BE CORRECTED IN THE EVENT OF ANY ERRORS.

C. ANY INFORMATION OR MATERIAL DOWNLOADED OR OTHERWISE OBTAINED BY WAY OF OUR SITES SHALL BE ACCESSED AT YOUR SOLE DISCRETION AND RISK AND, AS SUCH, YOU SHALL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER OR INTERNET ACCESS, DOWNLOADING OR DISPLAYING, OR FOR ANY LOSS OF DATA THAT COULD RESULT FROM THE DOWNLOAD OF ANY SUCH INFORMATION OR MATERIAL.

D. NO INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY YOU FROM EGB OR OUR SITES OR CONTENT SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

E. THE EGB PARTIES DO NOT WARRANT OR REPRESENT YOUR USE OF OUR SITES IS LAWFUL IN ANY PARTICULAR JURISDICTION AND SPECIFICALLY DISCLAIM SUCH WARRANTIES OR REPRESENTATIONS. SOME JURISDICTIONS LIMIT OR PROHIBIT THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES, SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW APPLIES TO THESE TERMS. BY ACCESSING, BROWSING, OR USING OUR SITES, YOU REPRESENT AND WARRANT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS, BROWSE, OR USE OUR SITES.

Limitation of Liability

IN NO EVENT WILL: (A) THE EGB PARTIES' LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED TEN UNITED STATES DOLLARS (\$10.00); OR (B) THE EGB PARTIES BE

LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES) DIRECTLY OR INDIRECTLY RELATED TO: (1) OUR SITES; (2) OUR CONTENT; (3) USER CONTENT; (4) USE OF, INABILITY TO USE, OR PERFORMANCE OF OUR SITES; (5) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY THE EGB PARTIES OR LAW ENFORCEMENT AUTHORITIES REGARDING USE OF OUR SITES; (6) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS; (7) ANY ERRORS OR OMISSIONS IN OUR SITES OR TECHNICAL OPERATION; OR (8) ANY DAMAGE TO YOUR COMPUTER, HARDWARE, COMPUTER SOFTWARE, WIRELESS DEVICES, CELLULAR PHONE, MODEM, OR OTHER EQUIPMENT OR TECHNOLOGY, INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH, VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE, OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION.

THE LIABILITIES LIMITED BY THIS SECTION APPLY: (A) IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED, IN WHOLE OR IN PART, BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF OUR SITES); (B) EVEN IF THE EGB PARTIES ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES OR LOSSES IN QUESTION AND EVEN IF SUCH DAMAGES OR LOSSES WERE FORESEEABLE; AND (C) EVEN IF YOUR REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. IN NO EVENT WILL THE EGB PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS, DAMAGE, OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY.

YOUR ACCESS TO AND USE OF OUR SITES OR CONTENT IS AT YOUR SOLE RISK. IF YOU ARE DISSATISFIED WITH OUR SITES OR CONTENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING, BROWSING, AND USING OUR SITES OR CONTENT.

BY ACCESSING OUR SITES OR CONTENT, YOU UNDERSTAND YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS UNKNOWN OR UNSUSPECTED AT THIS TIME, AND IN ACCORDANCE WITH SUCH WAIVER, YOU HEREBY EXPRESSLY WAIVE THE BENEFITS OF ANY SUCH UNKNOWN OR UNSUSPECTED CLAIMS.

Exclusions and Limitations

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT, BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THEREFORE, SOME OF THE ABOVE WARRANTY DISCLAIMERS OR LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. IN THAT EVENT, THE EGB PARTIES' LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Notice

You agree EGB may give you notices of new, revised, or changed terms and other important matters by prominently posting notice on the home page of our Sites or other reasonable manner, and may contact you by mail or email sent to the address provided by you. You agree to promptly notify EGB if you change your mailing or email address.

Governing Law

This Agreement and all matters regarding your use of our Sites and Content shall be governed by and enforced under the laws of the state of Florida, without regard to choice-of-law principles. Printed copies of any agreements or notices in electronic form shall be admissible in any legal, investigative, or regulatory proceedings.

Arbitration and Venue

Any controversy or dispute ("Dispute") you have arising out of or relating to this Agreement shall be resolved by a single impartial arbitrator pursuant to proceedings administered by the American Arbitration Association under its rules for resolution of commercial disputes. Any such Dispute shall be brought solely by you as an individual and not as part of or as a representative of a class. The arbitration shall be held in Miami-Dade County, Florida. All submissions to the arbitrator, the proceedings, and the award shall be confidential. The arbitration shall be conducted on an expedited basis with minimal discovery, and the arbitrator's award shall be final and binding.

The courts of the state of Florida or the United States District Court for the Southern District of Florida shall have exclusive jurisdiction and venue over: (A) any action concerning the enforcement of an arbitration award; or (B) if arbitration is not permitted by law, any Dispute you have arising out of or relating to this Agreement. You agree to unconditionally and irrevocably submit to the exclusive jurisdiction and venue of such courts, and you will not object to such jurisdiction and venue on the grounds of lack of personal jurisdiction, inconvenient forum, or otherwise. EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OF THE ADDITIONAL TERMS. EGB reserves all available rights and remedies, in law or equity, with respect to any matter relating to this Agreement or any of the Additional Terms.

Neither party consents or agrees to any arbitration on a class or representative basis, nor shall the arbitrator have any authority to proceed with arbitration on such basis. No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties. Any controversy or dispute as to the enforceability of this provision's restriction on your right to participate in or pursue a class action or classwide arbitration shall be brought only in the United States District Court for the Southern District of Florida or any state court located in Miami-Dade County, Florida.

Statute of Limitations

You acknowledge, understand, and agree that regardless of any statute or law to the contrary, you must file any claim or action arising out of or related to the use of our Sites or Content or this Agreement or any Additional Terms within one (1) year after said claim or cause of action arose or be forever barred.

Waiver and Severability

Any failure by EGB to exercise or enforce any right or provision of this Agreement or any of the Additional Terms at any time shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court or tribunal of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be enforced to the fullest extent of the law, and the other provisions of this Agreement or Additional Terms shall remain in full force and effect.

No Right of Survivorship or Transferability

EGB may assign its rights and duties under this Agreement and the Additional Terms to any party at any time without any notice to you. On the other hand, you may not assign this Agreement or the Additional Terms without EGB's prior written consent. You acknowledge, understand, and agree that your account is non-transferrable and any rights to your ID, password, or contents within your account shall terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted.

Headings

The headings and titles in this Agreement and the Additional Terms are included only as a matter of convenience and have no legal or contractual effect.

Construction

You agree the terms of this Agreement and the Additional Terms will not be construed against EGB by virtue of having drafted them.

Access

EGB reserves the right to deny access to all or part of our Sites or Content to you or any person in our sole discretion without notice or liability of any kind. Any violation of this Agreement or the Additional Terms may be referred to law enforcement authorities.

Entire Agreement

This Agreement, together with any revision, Additional Terms incorporated by reference, or Click-Through Agreement, constitutes the entire understanding and agreement between you and EGB and supersedes any prior or inconsistent understandings relating to our Sites and Content and your use of same.

How to Contact Us

If you have any questions or concerns regarding this Terms of Use Agreement or related to our Sites or Content, please feel free to contact us at: customerservice@egbexperience.com.

Please specify the reason for contacting us. Our Customer Service Department will forward your questions or concerns to the appropriate individual or department for response or resolution.