

VEGANRESET.COM TERMS OF USE

Date of Last Revision: July 26, 2017

Welcome to VeganReset.com! The VeganReset.com website and services ("Services") are operated by Best of Vegan LLC d/b/a "VeganReset.com" ("us", "we", "Vegan Reset" or the "Company"). By registering, accessing or using Vegan Reset's website (the "Site"), you (the "User") signify that you agree to be bound by these Terms of Use ("Terms of Use" or "Agreement") and our Privacy Policy, whether or not you are a member.

We reserve the right to change these Terms of Use at any time, provided that Vegan Reset will post the changes on this page and will indicate the date these terms were last revised. Your continued use of the Site after any such changes constitutes your acceptance of the new Terms of Use. **If you do not agree to abide by these or any future Terms of Use, then do not use or access (or continue to use or access) the Site.** If a change affects your legal rights as a User of the Services, we will attempt to notify you via email prior to the change's effective date; however it is your responsibility to regularly check the Site to determine if there have been changes to these Terms of Use and to review such changes.

1. **Eligibility.** Use of the Site is void where prohibited. You may use this Site only if you can form a binding contract with Vegan Reset, and only in compliance with these Terms of Use and all applicable laws. This Site is intended solely for users who are eighteen (18) years of age or older and U.S. residents. If you are registering as a business entity, you represent that you have the authority to bind the entity to this Agreement. By using the Site, you represent that you are 18 or older. If you are signing up for the Site on behalf of your employer, then you represent that you have the authority to bind your employer to our Terms of Use.
2. **IMPORTANT HEALTH INFORMATION.** This Site does not provide medical advice. The Site and Site Content (as defined herein) are for informational purposes only. The Site Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician, dietitian or other qualified health provider with any questions you may have regarding a medical condition. Please consult your physician before beginning any other weight loss program, as changing your diet or exercise, or losing weight, may affect some medical conditions and medications. Never disregard professional medical advice or delay in seeking it because of something you have read on the Site.
3. **Term and Termination.** This Agreement will remain in full force and effect while you use the Site and/or are a registered member. The Company may suspend or terminate your access to or discontinue the Services for any reason, or no reason, at any time in its sole discretion, with or without notice, including if it believes that you are under 18. You may stop using our Services at any time; however, we may retain Your Registration Data and User Content (as defined herein). Even after your membership is terminated, certain sections of this Agreement will remain in effect; see below for a list of the provisions of this Agreement that will survive the termination of your membership.
4. **Registration Data; Account Security.** You agree to (a) provide accurate, current, and complete information about yourself during registration ("Registration Data"); (b) maintain the security of your password and identification; and (c) be fully responsible for all use of your account and for any actions that take place using your account. You acknowledge that Vegan Reset will use the email address you provide as the primary method for communication.
5. **Restrictions on Your Use of the Site.**
 - a. The User has a nonexclusive, nontransferable, limited, and revocable right to use the Site solely for User's personal, non-commercial use. The User will not use the Site for any other purpose, without the Company's express prior written consent.
 - b. You represent that no materials of any kind submitted through Your account or otherwise posted, transmitted, or shared by You through the Services will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material. You also agree to use the Site in a manner consistent with any and all applicable laws and regulations.
 - c. You agree not to use the Site or to authorize any other person to use the Site to:
 - i. cause the Site, or any portion thereof, to be framed in such a way that the Site, or any portion thereof, appears on the same screen with a portion of another website;
 - ii. harvest or collect email addresses or other contact information of other users from the Site by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;

- iii. use the Site in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Site;
- iv. use automated scripts to collect information from or otherwise interact with the Site;
- v. upload, post, transmit, share, store or otherwise make available any content that the Company deems to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;
- vi. register for more than one account, register for an account on behalf of an individual other than yourself, or register for an account on behalf of any group or entity;
- vii. impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity;
- viii. upload, post, transmit, share or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- ix. upload, post, transmit, share, store or otherwise make publicly available on the Site any private information of any third party, including, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
- x. solicit personal information from anyone under 18 or solicit passwords or personally identifying information for commercial or unlawful purposes;
- xi. upload, post, transmit, share or otherwise make available any material that contains 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;
- xii. intimidate or harass another User;
- xiii. upload, post, transmit, share, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;
- xiv. use or attempt to use another's account, service or system without authorization from the Company, or create a false identity on the Site; OR
- xv. upload, post, transmit, share, store or otherwise make available content that, in the sole judgment of the Company, is objectionable or which restricts or inhibits any other person from using or enjoying the Site, or which may expose the Company or its users to any harm or liability of any type.

6. Our Proprietary Rights in Site Content; Limited License.

- a. Copyrights and Proprietary Rights. All content on the Services, including designs, text, meal plans, recipes, graphics, pictures, photographs, video, information, applications, software, music, sound and other files, and their selection and arrangement (the "Site Content"), are the property of Vegan Reset, its content providers, and/or their respective owners, and that the Company, its content providers, and/or the respective owners, retain all right, title, and interest in the Site Content. No Site Content may be modified, copied, distributed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without Vegan Reset's prior written permission.
- b. Trademarks. VEGAN RESET and other Company graphics, logos, designs, page headers, button icons, scripts and service names are registered and common law trademarks, service marks or trade dress of the Company in the U.S. and/or other countries. The Company's trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of the Company. You shall not purchase search engine or other pay per click keywords (such as Google AdWords), or domain names that use Vegan Reset's trademarks and/or variations and misspellings thereof.
- c. Limited License. Provided that the User is eligible to use the Site, the User is granted a limited license to access and use the Site and the Site Content and to download portion of the Site Content to which you have properly gained access solely for your personal, non-commercial use, provided that you keep all copyright, trademark, service mark, or other proprietary notices intact. You may not upload or republish Site Content anywhere else, and any other use of the Site Content is strictly prohibited. The license granted by this Terms of Use does not permit the use of any data mining, robots or similar data gathering or extraction methods. Any use of the Site or the Site Content other than as specifically authorized herein, without the prior written permission of Company, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including copyright and trademark laws and applicable telecommunications regulations and statutes. Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring any license to intellectual

property rights, whether by estoppel, implication, or otherwise. This license is revocable at any time without notice and with or without cause and is immediately revoked upon your breach.

7. User Content Posted on the Site.

- a. **User Responsibility.** You are solely responsible for the profiles (including your name, image, and likeness), text, information, listings, and other content that you upload or publish (hereinafter, "post") on or through the Site (collectively the "User Content").
- b. **Social Media Interaction.** When you interact with Vegan Reset accounts on social media websites (including, but not limited to, Twitter, Facebook, and/or Instagram), such interactions are subject to both the terms and conditions of the respective social media websites, as well as these terms and conditions. From time to time Vegan Reset may integrate User Content generated from your interactions with Vegan Reset on the Site.
- c. **License.** When you post User Content to the Site or interact with Vegan Reset on social media websites, you authorize and direct us to make such copies thereof as we deem necessary in order to facilitate the posting and storage of the User Content on the Site. By posting User Content to any part of the Site or interacting with Vegan Reset on social media websites, you automatically grant, and you represent and warrant that you have the right to grant, to the Company an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such User Content for any purpose, commercial, advertising, or otherwise, on or in connection with the Site or the promotion thereof, to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorize sublicenses of the foregoing, provided that the Company may not use User Content in violation of the Privacy Policy. You understand and agree that Vegan Reset display User Content with other content on the Site to provide a more robust user experience for all VeganReset.com visitors and to enhance functionality of the Vegan Reset Website. Aside from the license granted herein, Users retain all rights to their User Content, including the right to remove User Content at any time. If a User removes his or her User Content, then the license granted herein shall automatically expire, provided that the Company may retain archived copies of such information and shall not be liable for any prior use of such User Content or subsequent use without written notice to Company that such User Content has been removed.
- d. **Submissions.** You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Site ("Submissions"), provided by you to the Company are non-confidential and shall become the sole property of the Company. The Company shall own exclusive rights (including all intellectual property rights) to, and shall be entitled to the unrestricted use and dissemination of, these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

8. VeganReset Fees and Billing Methods

- a. Except as otherwise noted, Vegan Reset charges fees for access to portions of our Services. You are responsible for all applicable taxes, costs, hardware, software, services and all other costs and expenses related to your ability to access or use the Site and Services or your activity conducted through the Site. Vegan Reset may change any of the Services provided, fees charged by Vegan Reset or payment terms. Vegan Reset's standard fees and any changes will be posted or otherwise provided to User, and the applicable Services and fees will be binding on the effective date noted. No advance notice is required for any prospectively effective change in Services offered or fees charged therefore.

9. No Liability for Content or Third Party Services

- a. VeganReset does not guarantee the accuracy, integrity, quality or appropriateness of any User Content transmitted to or through the Service. User acknowledges that Vegan Reset does not post, nor allows Users to post, User Content, or alternatively, simply acts as a passive conduit and an interactive computer service provider for the publication and distribution of User Content. User understands that all User Content posted on, transmitted through or linked through the Service are the sole responsibility of the person or company from whom such User Content originated. User understands that Vegan Reset does not control, and is not responsible for User Content or Third Party Content made available through the Service, and that by using the Service, User may be exposed to Content that is inaccurate, misleading, or offensive. User agrees that User must evaluate and make User's own judgment, and bear all risks associated with, the use of any Content and Third Party Content.

10. Copyright Infringement and DMCA Policy.

- a. You may not Post, distribute or reproduce in any way any copyrighted material, trademarks or service marks or other proprietary information owned by another party without obtaining the prior written consent of the copyright owner.
- b. As Vegan Reset asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by VeganReset.com infringes your copyright, you are encouraged to notify Vegan Reset at hello@VeganReset.com and include the following information:
 - i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
 - ii. Identification of the copyrighted work claimed to have been infringed. Please describe the work, and where possible, include a copy or the location (e.g., URL) of an authorized version of the work.
 - iii. Identification of the material that is claimed to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.
 - iv. Your contact information including your name, address, telephone number, and email address.
 - v. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
 - vi. A statement that the information you provided is accurate, and "under penalty of perjury," that you are the copyright owner or authorized to act on the copyright owner's behalf.
- c. VeganReset will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. In the case of a User who may infringe or repeatedly infringes the copyrights or other intellectual property rights of Vegan Reset or others, Vegan Reset may, in its discretion, terminate or deny access to and use of the Service. In the case of such termination, Vegan Reset will have no obligation to provide a refund of any amounts previously paid to Vegan Reset.

11. Third Party Websites and Content.

- a. The Site contains (or you may be sent through the Site to) links to other web sites ("Third Party Sites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (the "Third Party Applications, Software or Content"). Such Third Party Sites and Third Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Sites accessed through the Site or any Third Party Applications, Software or Content posted on, available through or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content. Inclusion of, linking to, or permitting the use or installation of any Third Party Site or any Third Party Applications, Software or Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third Party Sites or to use or install any Third Party Applications, Software or Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site or relating to any applications you use or install from the Site.
- b. From time to time, Vegan Reset may integrate User Content generated from Third Party Sites on the Site. Your submission of User Content to these Third Party Sites is additionally subject to the applicable terms and policies of any site to which you submit User Content and from which Vegan Reset integrates such content. Integration of such User Content on this Site does not imply approval or endorsement by us.
- c. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by the Company.

12. Disclaimers and Limitations on Liability.

PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF Vegan Reset TO YOU. EACH OF THE SUBSECTIONS BELOW ONLY APPLIES UP TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. NOTHING HEREIN IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE WHICH MAY NOT BE LAWFULLY LIMITED. IF YOU ARE UNSURE ABOUT THIS OR ANY OTHER SECTION OF THESE TERMS, PLEASE CONSULT WITH A LEGAL PROFESSIONAL PRIOR TO ACCESSING OR USING THE SITE. BY ACCESSING OR USING THE SITE, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO THESE TERMS, INCLUDING THIS SECTION. YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS BY AGREEING TO THESE TERMS.

- A. THE SITE IS MADE AVAILABLE TO YOU ON AN "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS. AS SUCH, YOUR USE OF THE SITE IS AT YOUR OWN DISCRETION AND RISK. Vegan Reset MAKES NO CLAIMS OR PROMISES ABOUT THE QUALITY, ACCURACY, OR RELIABILITY OF THE SITE, ITS SAFETY OR SECURITY, OR THE SITE CONTENT. ACCORDINGLY, Vegan Reset IS NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE, FOR EXAMPLE, FROM THE SITE'S INOPERABILITY, UNAVAILABILITY OR SECURITY VULNERABILITIES OR FROM YOUR RELIANCE ON THE QUALITY, ACCURACY, OR RELIABILITY OF THE BUSINESS LISTINGS, RATINGS, REVIEWS (INCLUDING THEIR CONTENT, ORDER, AND DISPLAY), OR METRICS FOUND ON, USED ON, OR MADE AVAILABLE THROUGH THE SITE.
 - B. VEGANRESET MAKES NO CLAIMS OR PROMISES WITH RESPECT TO ANY THIRD PARTY, SUCH AS THE BUSINESSES OR ADVERTISERS LISTED ON THE SITE OR THE SITE'S USERS. ACCORDINGLY, Vegan Reset IS NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE FROM ITS ACTIONS OR OMISSIONS, INCLUDING, FOR EXAMPLE, IF ANOTHER USER OR BUSINESS MISUSES YOUR CONTENT, IDENTITY OR PERSONAL INFORMATION, OR IF YOU HAVE A NEGATIVE EXPERIENCE WITH ONE OF THE BUSINESSES OR ADVERTISERS LISTED OR FEATURED ON THE SITE. YOUR PURCHASE AND USE OF PRODUCTS OR SERVICES OFFERED BY THIRD PARTIES THROUGH THE SITE IS AT YOUR OWN DISCRETION AND RISK.
 - C. VEGANRESET EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO THE PRODUCTS OR SERVICES OFFERED BY BUSINESSES LISTED ON THE SITE, AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED TO YOU BY A REPRESENTATIVE OF ONE OF Vegan Reset SHALL CREATE A REPRESENTATION OR WARRANTY.
 - D. YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE SITE, RELATED SERVICES, OR ANY OTHER GRIEVANCE SHALL BE YOUR TERMINATION AND DISCONTINUATION OF ACCESS TO, OR USE OF THE SITE.
 - E. VEGANRESET'S MAXIMUM AGGREGATE LIABILITY TO YOU FOR LOSSES OR DAMAGES THAT YOU SUFFER IN CONNECTION WITH THE SITE OR THESE TERMS IS LIMITED TO THE GREATER OF (i) THE AMOUNT PAID, IF ANY, BY YOU TO Vegan Reset IN CONNECTION WITH THE SITE IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, OR (ii) \$20.
 - F. VEGANRESET DISCLAIMS ALL LIABILITY FOR ANY (i) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES, (ii) LOSS OF PROFITS, (iii) BUSINESS INTERRUPTION, (iv) REPUTATIONAL HARM, OR (v) LOSS OF INFORMATION OR DATA.
13. **Indemnity.** You agree to indemnify and hold the Company, its subsidiaries and affiliates, and each of their directors, officers, agents, contractors, partners and employees, harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with any User Content, any Third Party Applications, Software or Content you post or share on or through the Site, your use of the Services, your conduct in connection with the Site or with other users of the Site, or any violation of this Agreement or of any law or the rights of any third party.
14. **Miscellaneous.**
- a. **Governing Law; Venue and Jurisdiction.** By visiting or using the Site, you agree that the laws of the State of New York, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and the Company or any of our affiliates. With respect to any disputes or claims not subject to arbitration (as set forth below), you agree not to commence or prosecute any action in connection therewith other than in the state and federal courts in New York County, New York, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the state and federal courts in New York County, New York.
 - b. **Alternative Dispute Resolution.** You and the Company agree that all disputes, controversies or differences that may arise between the parties hereto, out of or in relation to or in connection with this Agreement ("Dispute(s)"), and that cannot be resolved between the parties, shall be submitted first to non-binding mediation. If the Dispute is not resolved through such mediation, then the Dispute shall be submitted for binding arbitration in New York in accordance with the Consumer Procedures and Rules of the American Arbitration Association. You understand and hereby agree that Disputes shall be arbitrated on an individual basis and that there shall be no right or authority for any Dispute to be arbitrated on a class action basis or in any other representative capacity on behalf of other persons similarly situated. In addition, Disputes brought to arbitration pursuant to these Terms of Use may not be joined or consolidated in arbitration with Disputes brought by or against any third party, unless agreed to in writing by all parties. No arbitration result is to be given preclusive or precedential effect as to issues or claims in any Dispute with anyone who is not a party to the arbitration.

- c. Privacy. Please review our Privacy Policy, which also governs your visit to the Site, to understand our practices.
- d. No Agency. There is no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between you and us or between us and any other Member or user of the Website.
- e. Survival. Although this Agreement may be terminated by you or us at any time and for any reason, the terms of the following sections of this Agreement will survive any such termination and you and we will continue to be bound by such terms indefinitely: (Term), (Proprietary Rights in Site Content), (Disclaimers and Limitation on Liability), (Indemnity), and (Miscellaneous).
- f. Entire Agreement. These Terms of Use constitute the entire agreement between you and Company regarding the use of the Site, superseding any prior agreements between you and the Company relating to your use of the Site.
- g. Waiver and Severability. The failure of the Company to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision in that or any other instance. If any provision of these Terms of Use shall be held invalid or deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.