

Thank you for visiting upnomix.com (the "Site"). All content, information, and services provided on and through our Site may be used only under the following terms and conditions, as they are amended from time to time (the "Terms"). As used herein, the terms "our," "we," and "us" refer to Upnomix unless the context clearly provides otherwise.

Your use of our site constitutes your agreement to be bound by these terms. Please read them carefully before using the site. If you do not agree with any part of these terms, you must not use our site. If you are an Upnomix independent distributor ("id"), you are bound by additional terms and conditions, including but not limited to those contained in your Upnomix distributor agreement and the Upnomix rules of conduct applicable in your market (collectively "Upnomix rules of conduct").

## **1. Site Use Generally**

### **a) Your User License**

You are granted a limited, nonexclusive, nontransferable license to access the Site and its content in accordance with these Terms. If you are under 18, you may use our Site only with the involvement of a parent or guardian. Our Site is hosted in the Asia Pacific and contains information that is appropriate for use in countries operating under the UPNOMIX Business Plan ("Applicable Markets"). We make no representation that any materials on the Site are appropriate or available for use outside the Applicable Markets, and accessing them from territories where their contents are illegal is prohibited. Any references on the Site to specific services are applicable only to those available in the Applicable Markets, and any service claims and comparisons to other services on the Site apply within the Applicable Markets only. Those who access this Site from other locations do so according to their own initiative and are responsible for compliance with local laws.

We reserve the right to refuse service and/or access to the Site in our sole discretion and without notice. You are solely responsible for your use of the Site, and you agree to compensate, hold harmless, and defend us from any claims, damages, losses, liabilities, costs, and expenses, including, but not limited to, attorneys' fees, resulting from your use or misuse of the Site. Posting or transmitting any unlawful, infringing, threatening, libelous, defamatory, obscene, indecent, inflammatory, pornographic, or profane material, or any material that could constitute or encourage conduct that would be considered a criminal offence, give rise to civil liability, or otherwise violate any law or the Upnomix Rules of Conduct, is strictly prohibited.

### **b) Limitations on Your Use**

No material from our Site may be copied, reproduced, republished, downloaded, posted, displayed, transmitted, or distributed in any way, without UPNOMIX's prior written permission. You may not, without UPNOMIX's prior written permission, frame or mirror any material contained on this Site on any other server or website.

The unauthorized use of any such material on any other website or computer environment is expressly prohibited. All intellectual property, including any trademarks, service marks, trade names, trade dress, and copyrighted materials are proprietary to Upnomix or its licensors.

## **c) Privacy and Your Personal Information**

Your use of our Site is also subject to the terms of UPNOMIX's Privacy Policy. You acknowledge that you have read and understood our Privacy Policy, and consent to the use of any personal information you provide in accordance with the terms of, and for the purpose set forth in, our Privacy Policy.

## **d) Site Identifiers**

It is your responsibility to safeguard the password you use to access the Site and to promptly advise Upnomix if you ever suspect that your password has been compromised. We strongly encourage you to change your password regularly and to not share your password with anyone not authorized to act on your behalf to prevent unauthorized access. Because your identification username and password are specific to you, you acknowledge sole responsibility for any and all use of our Site conducted with your identification username and password.

## **e) Links to Other Websites**

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

## **f) Intellectual Property Rights**

- **Copyright.** The Site design, text, content, selection and arrangement of elements, organization, graphics, compilation, magnetic translation, digital conversion, and other matters related to the Site are protected under applicable copyright laws, ALL RIGHTS RESERVED. Upnomix maintains ownership of the copyrights to and/or has the right to use and post all content it posts to the Site, and the posting of any such elements on the Site does not constitute a waiver of any right in such content. You do not acquire ownership rights to any such elements viewed and/or downloaded through the Site. Except as otherwise provided herein, none of the content accessible on the Site may be used, copied, reproduced, downloaded, posted, displayed, transmitted, modified, or distributed in any form or by any means, including, without limitation, electronic, mechanical, photocopying, recording, or otherwise, without UPNOMIX's prior written

permission.

- Trademark. The Upnomix wordmark, the UPNOMIX logo, and all UPNOMIX names, company names, and all other trademarks and logos, unless otherwise noted, are trademarks and/or trade dress of Upnomix International in Costa Rica, or its affiliates or other companies under common ownership or control or their licensors (the "Marks"). The use or misuse of any Marks or any other materials contained on the Site, without the prior written permission of their owner, is expressly prohibited.

## 2. Content Posted By Users

### a) Content

1. All information, data, text, software, music, sound, photographs, graphics, video, messages, services, and other materials posted to the Site by users, including you ("Content"), are the sole responsibility of the person by whom the Content was posted. This means that you, and not us, are solely responsible for all Content that you upload, post, transmit or otherwise make available through or on the Site. You are also solely responsible for all Content posted under your user account. You represent and warrant that (i) you own or otherwise control all of the rights in and to the Content that you post; (ii) that the Content is accurate; (iii) use of the Content you supply does not violate these Terms; (iv) the Content does not infringe, violate, or interfere with any intellectual property or other rights of any third party and does not violate any applicable law or regulation; and (v) the Content will not cause injury of any kind to any person or entity.
2. Should Content be deemed illegal, we will cooperate with the proper authorities, including but not limited to submitting all necessary information to them.
3. If we determine, in our sole discretion, that any Content submitted by you is offensive or inappropriate, we may remove it immediately or ask you to retract or modify the Content in question. If you fail to meet our request within the time specified, we and/or our designees may, at our sole discretion, remove the Content from the Site. We have no obligation, however, to restrict or monitor Content in any way.
4. You may see or read things that you do not like or agree with on our Site. You understand that by using our Site, you may be exposed to Content that is offensive, indecent, or objectionable.
5. Under no circumstances will we be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted, or otherwise made available through the Site.
6. We do not control the Content posted on or through the Site and, therefore, we do not guarantee the accuracy, integrity, or quality of such Content. You are solely responsible for any use or reliance on the Content, including on its accuracy, completeness, or usefulness.

7. You acknowledge that we are under no obligation to pre-screen Content, but that we and our designees shall have the right (but not the obligation) in our sole discretion to refuse or remove any Content that is available through our Site. Without limiting the foregoing, we and our designees shall have the right to remove any Content that violates these Terms or any other UPNOMIX applicable policy, including the UPNOMIX Rules of Conduct, or is otherwise objectionable, in our sole discretion.
8. Any material, information, or idea you submit to us or the Site by any means may be disseminated or used by us without compensation or liability to you for any purpose whatsoever, including, but not limited to, developing, and marketing services. We have no obligation to keep any submissions confidential, return any materials that you submit to us, or compensate you for the use of any such materials under any circumstances. You hereby irrevocably waive any and all claims based on our use of any materials, ideas, or information that you submit to us.
9. We reserve the right to monitor some, all, or none of the areas of the Site for adherence to these Terms. You acknowledge that by providing you with the ability to post information on the Site, we are acting as a passive conduit for distribution and we are not undertaking any obligation or liability relating to any postings or activities on the Site.

#### **b) Content License.**

We do not claim ownership of the Content you upload, place, or post through the Site. You are responsible for protecting your rights in such Content and are not entitled to our help in protecting such Content. By uploading, placing, or posting Content through the Site, you grant us a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, and fully sublicensable license, under all intellectual property and other rights, including, without limitation, privacy and publicity, to use, distribute, reproduce, modify, adapt, translate, publicly perform, publicly display, transmit, exploit, create derivative works from the Content (in whole or in part), and incorporate such Content into other works in any format or medium now known or later developed, for any purpose associated with the Site. You grant us and our sub-licensees the right to use the name that you submit in connection with such Content if we choose. You hereby irrevocably waive any claims based on "moral rights" and similar theories, if any. Please note, however, that certain activities (e.g., contests) that involve the submission of Content by you may have terms applicable to your Content that differ from those stated above. In the event such terms differ with these Terms, such terms will govern and have precedence over these Terms with respect to your Content.

### **3. Your Conduct**

#### **a) Your Authorization to Use the Site.**

Your authorization to use the Site and contribute to it depends on your compliance with community standards and the conduct guidelines set forth below. If you fail

to conduct yourself appropriately, we may revoke your privileges to use all or a portion of the Site and/or take other appropriate measures to enforce these Terms and community standards and conduct guidelines.

## **b) Conduct Guidelines/Community Standards.**

The following is a non-inclusive list of behaviors that are not permitted on the Site. During your use of the Site, you hereby agree not to:

1. upload, post, transmit, or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy (up to, but not excluding any address, email, phone number, or any other contact information without the written consent of the owner of such information), hateful, or racially, ethnically, or otherwise objectionable;
2. harm minors in any way;
3. impersonate any person or entity, including, but not limited to, any of our members, company officials, directors, shareholders, agents, representatives or users, or falsely state or otherwise misrepresent your affiliation with a person or entity;
4. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content posted, transmitted, or otherwise made available through the Site;
5. upload, post, or otherwise transmit any Content that you do not have a right to upload, post or otherwise transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
6. upload, post, or otherwise transmit any Content or otherwise engage in any activity that infringes, violates, or interferes with any patent, trademark, trade secret, copyright, rights of privacy or publicity, or other proprietary rights of any party;
7. upload, post, or otherwise transmit unsolicited commercial email or "spam." This includes unethical marketing, advertising, "chain letters," or any other practice that could in any way be construed as "spam," such as, but not limited to, (a) sending mass email to recipients who have not requested email from you or with a fake return address, (b) promoting a site with inappropriate links, titles, descriptions, or (c) promoting your site by posting multiple submissions in public forums that are identical;
8. upload, post, or otherwise transmit any material that contains software viruses, Trojan horses, malware 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, or intercept messages sent from a computer or communications device;
9. interfere with or disrupt the Site, servers, or networks connected to the Site, or disobey any requirements, procedures, policies, or regulations of networks connected to the Site;

10. intentionally or unintentionally violate any applicable local, state, national, or international law;
11. "stalk" or otherwise harass another;
12. promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals. This may include, without limitation, providing instructions on how to assemble bombs, grenades, and other weapons or incendiary devices;
13. offer for sale or sell any item, good, or service through the Site;
14. use the Site as a forwarding service to another website;
15. allow usage by others in such a way as to violate these Terms or any other applicable Upnomix policy;
16. take any steps to interfere with or in any manner compromise any of our security measures;
17. use the Site for fraudulent purposes;
18. harvest or collect any information about or regarding other Account holders, including, without limitation, any personal data or information;
19. sell, lend, lease, trade, rent, barter, sublicense, assign, transfer, or grant rights in any manner to your Account, or password, including, without limitation, on or through the use of any third-party website or service;
20. copy the Site or any portion thereof;
21. remove any proprietary notices from the Site;
22. cause, permit, or authorize the modification, creation of derivative works, or translation of the Site without our express permission;
23. sell, assign, rent, lease, act as a service bureau, or grant rights in the Site including, without limitation, through sublicense, to any other person or entity;
24. attempt to decompile, reverse engineer, disassemble, modify, or hack the Site or to defeat or overcome any encryption and/or digital rights management technology implemented by us with respect to the Site and/or data transmitted, processed, or stored by us or the Site;
25. use the Site in any manner not permitted by this policy, or otherwise exceed the scope of our services that you have signed up for (i.e., by accessing and using the tools that you do not have a right to use).

#### **4. Site Warranty Disclaimer**

Our site and its contents are provided "as is" and "as available," with no warranty of any kind. To the fullest extent permissible under applicable law, we expressly disclaim all warranties, express or implied, including without limitation the warranties of merchantability, fitness for a particular purpose, and noninfringement, and those arising by statute or otherwise in law or from a course of dealing or usage of trade. We make no representation or warranty whatsoever regarding the completeness, accuracy, correctness, integrity, reliability, currency, adequacy, suitability, functionality, availability, or operation of this site or the content or services provided on, or accessible from, this site. We do not warrant that the operation of this site will be uninterrupted or error-free, or that this site is free from viruses and other harmful components to equipment or software.

## **5. Limitation Of Liability**

In no event will we be liable, nor do we assume responsibility, for any direct, indirect, special, incidental, or consequential damages arising out of or in connection with the use or inability to use this site (or the content or services provided on, or accessible from, this site), or otherwise, even if we are advised of the possibility of such damages.

## **6. Indemnification**

You shall indemnify, defend, and hold us, our affiliates and our licensors, owners, officers, directors, employees, subcontractors, information providers, suppliers, attorneys, agents, parents, subsidiaries and affiliated entities, and the owners, officers, directors, employees, subcontractors, attorneys, agents, parents, subsidiaries and affiliated entities of each of them (collectively, "our affiliated parties") harmless from any liability, loss, claim, damages, suit, judgment, cost or expense, including, but not limited to, reasonable attorneys' fees, related to your (a) failure to comply with any of these terms or (b) use of the site or content. We have no duty to reimburse, defend, indemnify, or hold you harmless resulting from, relating to, or arising out of, these terms, the site, or your access to or use of the site or content.

## **7. Promotions**

This Site may contain sweepstakes, contests or other promotions that require you to send material or information about yourself. Please note that sweepstakes, contests or promotions offered via the Site may be, and often are, governed by a separate set of rules that, in addition to describing such sweepstakes, contest or promotion, may have eligibility requirements, such as certain age or geographic area restrictions, terms and conditions governing the use of material you submit, and disclosures about how your personal information may be used. It is your responsibility to read such rules to determine whether or not you want to and are eligible to participate, register and/or enter. By entering any such sweepstakes, contest or other promotion, you agree to comply with and abide by such rules and the decisions of the sponsor(s) identified therein, which shall be final and binding in all respects.

## **8. Confidentiality**

For IDs with a business powered by Upnomix, your user license includes a revocable right to access and use certain trade secret, confidential, and proprietary business information, which includes, without limitation, Line of Sponsorship (LOS) information, i.e., information compiled by Upnomix that discloses or relates to all or part of the specific arrangement of sponsorship within the UPNOMIX Business Plan, including, without limitation, UPNOMIX lists, sponsorship trees, and all IDs contact and business performance information generated therefrom (Proprietary Information), which may be made available to you on the Site. You acknowledge that Upnomix is the exclusive owner of all Proprietary Information and agree to maintain all Proprietary Information in the strictest confidence and to use it only as

authorized by Upnomix. You agree not to compile, organize access, create lists of, or otherwise use Proprietary Information except as authorized by Upnomix under the Upnomix Rules of Conduct and the regulations and procedures outlined in the Policies & Procedures, as amended.

## **9. Termination**

Upnomix reserves the unrestricted right, in its sole discretion, to restrict, suspend, or terminate your access to or use of the Site and/or to terminate the licenses granted herein at any time for any reason. You understand and agree that any termination of your access or use of the Site may be effected without prior notice to you and that such termination may result in the forfeiture and destruction of all information and content associated with you and your activities on the Site.

## **10. General Terms**

### **a) Errors and Corrections**

While we use reasonable efforts to include accurate and current information on our Site, we do not warrant or represent that the Site will be error-free. Data entry errors or other technical problems may sometimes result in inaccurate information being shown. We reserve the right to correct any inaccuracies or typographical errors on our Site, including pricing and availability of services, and shall have no liability for such errors. We may also make improvements and/or changes to the Site's features, functionality, or content at any time. If you see any information or description you believe to be incorrect, please contact us as described in the "Contact Us" section, below, and we will verify it for you.

### **b) Waiver**

UPNOMIX's failure to assert or enforce any right or term under these Terms; shall not constitute a waiver of such right or term or in any way affect its right at a later time to enforce such right or term. No waiver of any right or term shall be deemed to be a continuing waiver of such right or term or any other right or term.

### **c) Survival**

Even after termination of your account or these Terms for any reason, all rights, obligations, and conditions under these Terms which by their nature should survive will survive, including, without limitation, warranty disclaimers, indemnification obligations, dispute resolution provisions, and limitations of liability.

### **d) Entire Agreement**

These Terms govern your use of the Site, including the submission of all data, information and other materials (whether tangible or intangible and including order, payment and personal information) through the Site. These Terms constitute

the entire agreement between you and Upnomix with regard to your use of the Site and all matters addressed herein and supersede all prior written or oral agreements or understandings previously existing between you and Upnomix. No terms or conditions endorsed upon, delivered with or contained in or communicated by any of the foregoing will form part of the Terms.

**e) Governing Law and Jurisdiction**

These Terms are governed by and construed in accordance with the laws of Costa Rica, without giving effect to conflict of law principles. You agree that all claims, differences and disputes arising under or in connection with or in relation to the Site or any transactions entered into on or through the Site or these Terms or the relationship between you and Upnomix will be subject to the exclusive jurisdiction of the courts at San Jose and you hereby accede to and accepts the jurisdiction of such courts. If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed removed and shall not affect the validity and enforceability of any remaining provisions.

**f) Changes to These Terms**

We reserve the right, in our sole discretion, to change these Terms at any time. Updated versions of the Terms will be posted here on our Site and are effective immediately. The date of the newest version is posted below. Please check back frequently, especially before you use our Site, to see if these Terms have changed. Continued use of the Site after any changes to the Terms constitutes your consent to such changes.

**g) Contact Us**

If you have any concerns about the Site or these Terms, please send us an e-mail at [compliance@upnomix.com](mailto:compliance@upnomix.com). We will make every reasonable effort to address your concerns and remedy any problems you bring to our attention.

**h) Notice and Procedure for Making Claims of Intellectual Property Infringement**

Upnomix respects the intellectual property rights of others and expects its users to do the same. Upnomix may remove content that in its sole discretion, appears to infringe the rights of others.

If you believe that any content posted on the Site infringes your intellectual property rights, please notify us via email at [compliance@upnomix.com](mailto:compliance@upnomix.com).

To be effective, the notification must include the following:

1. A physical or electronic signature of the intellectual property rights owner or one authorized to act upon their behalf;

2. Identification of the right claimed to have been infringed, or if multiple rights at a single online site are covered by a single notification, a list of the multiple rights that have been infringed at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Upnomix to locate and remove the material;
4. Information enabling Upnomix to contact the complaining party, such as an address, telephone number, and, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the rights owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the right that is allegedly infringed.

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