

IMPORTANT -- READ THIS CAREFULLY BEFORE CONTINUING!

By clicking on the "AGREE" button below, you indicate your acceptance of the following Terms of Use.

CENTER ON ME WEBSITE

TERMS OF USE

Please read the following Terms of Use (the "Terms") carefully before using any websites of Mains'l California LLC ("Company", "our", or "we") and its affiliates, including, but not limited to, the website at www.centeronme.com, as well as any communications features, online features, services and/or programs offered by Company (collectively, the "Web Properties").

By accessing or using the Web Properties, you agree to the following Terms. If you do not agree to any portion of these Terms, you should not access or otherwise use the Web Properties.

You should review these Terms regularly as they may change at any time in the sole discretion of Company. As used in these Terms, "Content" refers to any data, comments, suggestions, feedback, information, text, software, sounds, photographs, audio, audiovisual, video, documents, images, logos, artwork, graphics, designs, messages and other materials of any nature, whether posted or provided by Company, any user or any third party.

1. **CONVENIENCE AND INFORMATION ONLY.** The Web Properties are currently provided to you without charge as a convenience and for your information only. By merely providing access to the Web Properties, Mains'l California LLC ("Company") does not represent or warrant that: (a) the Content is accurate or complete; (b) the Content is up-to-date or current; (c) Company has any obligation to update any Content; (d) the Content is free from technical inaccuracies or typographical errors; (e) the Content is free from changes caused by a third party; (f) your access to the Web Properties will be free from interruptions, errors, computer viruses or other harmful components; and/or (g) any information obtained in response to questions asked through the Web Properties is or will be accurate or complete.

2. **USE OF SITE AND CONTENT.** Users of the Web Properties may view, copy or print pages from the Web Properties solely for their own personal purposes. Users may not otherwise use, modify, copy, print, display, reproduce, distribute or publish any information from the Web Properties without the express, prior, written consent of Company. At any time, Company may, without further notice, make changes to the Web Properties, to these Terms and/or to the services available through the Web Properties. We will make an effort to update this page with any changes to these Terms and/or to the services described in these Terms.

3. **USER ACCOUNT, PASSWORD AND SECURITY.**

(a) **USER ACCOUNT.** For certain types of features available through the Web Properties, we require the use of encryption technologies provided for your protection and/or your use of a UserID and password after setting up a User Account. We use reasonable precautions to protect the privacy of your UserID, password, and User Account information by

utilizing a Secure Socket Layer ("SSL") connection. Accordingly, your UserID, password, and User Account information are encrypted using an SSL connection and are not expected to be read in an intelligible form as they travel to the Web Properties. You, however, are ultimately responsible for protecting your UserID, password, and User Account information from disclosure to third parties, and you are not permitted to circumvent the use of required encryption technologies. You agree to (i) immediately notify Company of any unauthorized use of your UserID, password or User Account, or any other breach of security, and (ii) ensure that you exit from your User Account at the end of each session. While we provide certain encryption technologies and use other reasonable precautions to protect your confidential information and provide suitable security, we do not and cannot guarantee or warrant that information transmitted through the internet is secure, or that such transmissions are free from delay, interruption, interception or error.

(b) **ACCURATE INFORMATION.** In creating and using your User Account for the Web Properties, you agree to: (i) provide true, accurate, current and complete information about yourself on any registration form required for the Web Properties (such information being the "Registration Data"); and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or if Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, then we have the right to suspend or terminate your User Account and refuse any and all current or future use of your User Account.

(c) **NON-TRANSFERABILITY OF USER ACCOUNT.** User Accounts and UserIDs are non-transferable, and all users are obligated to take preventative measures to prohibit unauthorized users from accessing the Web Properties with their UserID and password.

4. **MEDICAL DISCLAIMER.** The Web Properties are designed for informational purposes only and should not be used in any other manner. Information obtained through the Web Properties is not intended to substitute for informed medical advice. This information should not be used to diagnose or treat a health problem or disease without consulting with a qualified health care provider. A consultation with a qualified health care professional is the proper method to address any health or medical concerns. Rapid advances in medicine may cause information contained on the Web Properties to become outdated, invalid or subject to debate. Accuracy is not guaranteed. Company assumes no responsibility for how information presented on the Web Properties is used by any user or the public. Company does not endorse or recommend any of the treatments, medications, articles, abstracts or products that may be discussed or shared on any of the pages or links available on or through the Web Properties.

5. **USER-SUBMITTED CONTENT.**

(a) Unless you enter into a separate written agreement with Company, Company does not claim ownership in any information, software, photos, video, text, graphics, music, sounds, questions, creative suggestions, messages, comments, feedback, ideas, recipes, notes, drawings, articles, stories about yourself, or any other Content of any kind whatsoever (collectively, "User Content").

(b) You will not have or obtain any rights in or to any form, media, or technology incorporating any User Content. You grant to Company and its affiliates, successors and assigns the right to incorporate User Content into other works in any form, medium or technology now known or later developed, for the full term of any copyrights, trademarks and other intellectual and proprietary rights (collectively, "Rights") that may exist in such User Content. You also warrant to Company that any third party holder of any Rights has validly and irrevocably granted to you the right to grant the rights and licenses set forth above. You further acknowledge that Company and its affiliates, successors and assigns will be entitled to unrestricted use of the User Content for any purpose whatsoever, whether commercial or otherwise.

(c) Company does not endorse any Content uploaded to or posted on the Web Properties. Company is not responsible for any information uploaded to or posted on the Web Properties or for editing any factual errors or making any type of corrections to information presented there. Any action taken by a user or viewer of any information presented there is at your own risk.

6. USER-CONTENT GUIDELINES.

(a) If you use, or post Content on, the Web Properties, you are solely responsible for that Content, the consequences of posting that Content, and your reliance on any Content available on or through the Web Properties. Company and its affiliates are not responsible for the consequences of any Content available on or through the Web Properties. If you feel threatened or believe someone else is in danger, you should contact your local law enforcement agency immediately.

(b) In consideration of your use of the Web Properties, you agree that the following actions will constitute a material breach of these Terms:

(i) Using the Web Properties for any purpose in violation of local, state, national or international laws;

(ii) Posting material that infringes on the intellectual property rights of others or on the privacy or publicity rights of others;

(iii) Posting material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity, as determined by Company in its sole discretion;

(iv) Posting advertisements or solicitations for business;

(v) Impersonating another person;

(vi) Distributing or attempting to distribute viruses or other harmful computer code;

(vii) Harvesting, scraping or otherwise collecting information about others, including email addresses, without their consent;

(viii) Allowing any other person to use your user account, UserID or password for posting or viewing comments; or

(ix) Engaging in any other conduct that restricts or inhibits any other person from using or enjoying the Web Properties, or which, in the judgment of Company, exposes Company or any of its customers or suppliers to any liability or detriment of any type.

7. **NO WARRANTIES; DISCLAIMER OF LIABILITY.** YOU EXPRESSLY AGREE THAT YOUR USE OF THE WEB PROPERTIES IS AT YOUR SOLE RISK. THE WEB PROPERTIES AND ALL CONTENT IS PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE WEB PROPERTIES, ANY CONTENT OR ANY SERVICES OFFERED IN CONNECTION WITH THE WEB PROPERTIES ARE OR WILL REMAIN UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES AVAILABLE ON, THROUGH OR IN CONNECTION WITH THE WEB PROPERTIES OR THE SERVERS USED IN CONNECTION WITH THE WEB PROPERTIES ARE OR WILL REMAIN FREE FROM ANY VIRUSES, WORMS, TIME BOMBS, DROP DEAD DEVICES, TROJAN HORSES OR OTHER HARMFUL COMPONENTS. COMPANY DOES NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE WEB PROPERTIES AT TIMES OR LOCATIONS OF YOUR CHOOSING, OR THAT COMPANY WILL HAVE ADEQUATE CAPACITY FOR THE WEB PROPERTIES AS A WHOLE OR IN ANY SPECIFIC GEOGRAPHIC AREA. UNLESS COMPANY OTHERWISE AGREES IN A WRITING SIGNED BY AN AUTHORIZED OFFICER OF COMPANY, THE ENTIRE LIABILITY OF COMPANY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF ANY SERVICE OR PRODUCT PROVIDED ON OR THROUGH THE WEB PROPERTIES WILL BE LIMITED TO THE GREATER OF: (a) \$100, OR (b) A REFUND OF THE PURCHASE PRICE THAT YOU PAID FOR ANY PRODUCTS OR SERVICES FOUND TO BE INADEQUATE.

8. **LIMITATION OF LIABILITY.** THE ENTIRE LIABILITY OF COMPANY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE WEB PROPERTIES AND/OR ANY PRODUCTS OR SERVICES PROVIDED IN CONNECTION WITH THE WEB PROPERTIES WILL BE THE CANCELLATION OF YOUR USER ACCOUNT. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF THE WEB PROPERTIES, ANY CONTENT AND/OR ANY PRODUCTS OR SERVICES PROVIDED ON, THROUGH OR IN CONNECTION WITH THE WEB PROPERTIES OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF (OR INABILITY TO USE) THE WEB PROPERTIES, ANY CONTENT AND/OR ANY PRODUCTS OR SERVICES PROVIDED ON, THROUGH OR IN CONNECTION WITH THE WEB PROPERTIES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT

ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS COMPANY'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

9. **INDEMNIFICATION.** You agree to defend, indemnify and hold harmless Company and its directors, officers, employees and agents from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) assessed or incurred by Company, directly or indirectly, with respect to or arising out of: (a) your failure to comply with these Terms; (b) your breach of your obligations under these Terms; and/or (c) your use of the rights granted hereunder, including, but not limited to, any claims made by any third parties.

10. **PRIVACY.** Personal data that you provide regarding yourself will be handled in accordance with Company's Privacy Notice www.centeronme.com/privacy#/contact. Children under the age of thirteen (13) are prohibited from submitting any personally identifiable information. If we learn that a user under the age of thirteen (13) is publicly posting or sharing personally identifiable information on or through the Web Properties, then we will use commercially reasonable efforts to block that user from using the Web Properties.

11. **THIRD PARTY CONTENT.** Links to other websites maintained by third parties may be provided on the Web Properties by Company or its users, or Company or its users may provide third party content on the Web Properties by framing or other methods. THE LINKS TO THIRD PARTY WEBSITES ARE PROVIDED FOR YOUR CONVENIENCE AND INFORMATION ONLY. We do not endorse the contents of any other websites. You should refer to the separate terms of use, privacy policies, and other rules posted on other websites before you use them. THE CONTENT ON ANY LINKED WEBSITES IS NOT UNDER COMPANY'S CONTROL AND COMPANY IS NOT RESPONSIBLE FOR THE CONTENT OF ANY LINKED WEBSITES, INCLUDING ANY FURTHER LINKS CONTAINED ON A THIRD PARTY WEBSITE. IF YOU DECIDE TO ACCESS ANY OF THE THIRD PARTY WEBSITES LINKED ON THE WEB PROPERTIES, YOU DO SO ENTIRELY AT YOUR OWN RISK.

12. **COPYRIGHT AND TRADEMARKS.** Company is the copyright owner or authorized licensee of all text and all graphics that Company posts on or in the Web Properties. The trademarks, service marks and logos used and displayed in the Web Properties are Company's, or its subsidiaries' or affiliates', registered and unregistered trademarks. All trademarks and service marks of Company, or its subsidiaries or affiliates, that may be referred to in the Web Properties are the property of Company, or one of its subsidiaries or affiliates. Other parties' trademarks and service marks that may be referred to in the Web Properties are the property of their respective owners. Nothing in the Web Properties should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of Company's, or its subsidiaries' or affiliates', trademarks, service marks or copyrights without Company's prior written permission. Company aggressively enforces its intellectual property rights. Neither the name of Company, its subsidiaries or affiliates, nor any of Company other trademarks, service marks or copyrighted materials may be used in any way, including in any advertising, hyperlink,

publicity or promotional materials of any kind, whether relating to the Web Properties or otherwise, without Company's prior written permission.

13. **COPYRIGHT COMPLAINTS.**

(a) Company will not tolerate copyright infringement and reserves the right to block, disable, or otherwise remove any Content uploaded to or posted on the Web Properties as well as terminate your access to the Web Properties if you engage in copyright or other intellectual property infringement. The law provides for civil and criminal penalties for copyright and other intellectual property law infringements. Displaying, performing, storing, copying, distributing, and/or otherwise making available or using any Content from the Web Properties is prohibited, unless specifically authorized by Company in writing. Accordingly, no such Content may be used on another website or any mobile application without express written permission from Company.

(b) Company will not permit any Content known by us to be infringing to remain in the Web Properties. If you believe that any content in the Web Properties infringes your copyright, please contact Company's copyright agent, who can be reached as follows:

By mail: 40 Landing Circle, Suite 1, Chico, CA 95973, Attn: DMCA Claims
By email: centeronme@mainsl.com

Please be sure to include the following information: (i) a description of the copyrighted work that you allege is being infringed (and registration information if such work is registered with the Copyright Office), (ii) the specific location of the allegedly infringing material in the Web Properties, (iii) your signature (digital or hard-copy), (iv) your name, address, telephone number, and email address, and (v) a statement (notarized if possible and made under penalty of perjury) that: (A) you are the copyright owner or are authorized to act on behalf of the copyright owner, (B) you believe in good faith that the rights of the copyright owner are being infringed, and (C) the uses of the allegedly infringing material are not authorized (either by the copyright owner, its agents, or applicable law). Once we receive proper notice of claimed infringement under the Digital Millennium Copyright Act (the "DMCA"), Company will respond promptly to remove the material claimed to be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the content at issue.

14. **EMAIL RULES.** Users may make their email addresses available if they wish to converse with others users with similar interests and/or goals. If any user chooses to use this information, you agree not to send "spam" or other unwanted solicitations, or any material that is harassing, threatening, racially offensive, obscene, abusive, harmful, defamatory, invasive of another's privacy, infringing of another's intellectual property rights, or illegal. Company is not responsible for the content of email messages or attachments sent by its users or received from a third party.

15. **AVAILABILITY.** Information that Company publishes in the Web Properties may contain references or cross-references to products, programs or services of Company, its

partners, subsidiaries or affiliates, that are not necessarily announced or available in your area. Such references do not mean that Company, or any of its partners, subsidiaries or affiliates, will announce any of those products, programs or services in your area at any time in the future. You should contact Company for information regarding the products, programs and services that may be available to you, if any.

16. **TERMINATION OF SERVICE.** We may terminate your user account or right to access secured portions of the Web Properties at any time, without notice, for conduct that we believe violates these Terms and/or is harmful to other users of the Web Properties, to Company, to its partners, to Company's service provider, or to other information providers.

17. **GOVERNING LAW; VENUE.** These Terms will be governed by the laws of the State of California, without giving effect to any principles of conflicts of laws. By using or accessing the Web Properties, you agree that any action at law or in equity arising out of or relating to your use of the Web Properties or these Terms will be filed only in the state or federal courts sitting in Minneapolis, Minnesota, and you hereby consent and submit to the personal jurisdiction of such courts for the purpose of litigating any such action.

18. **LOCAL LAWS.** Company makes no representation that content or materials on the Web Properties are appropriate or available for use in jurisdictions outside the United States. Access to the Web Properties from jurisdictions where such access is illegal is prohibited. If you choose to access the Web Properties from other jurisdictions, you do so on your own initiative and are responsible for compliance with applicable local laws. Company is not responsible for any violation of law. You may not use or export the Content or materials in the Web Properties in violation of U.S. export laws and regulations. You agree to comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which you reside (if different from the United States).

19. **CUSTOMER COMMENTS.** We welcome the submission of comments, information or feedback through the Web Properties. By submitting information through the Web Properties, you agree that the information submitted will be subject to Company's Privacy Notice www.centeronme.com/#!/contact

Your Consent To These Terms of Use

By accessing and using the Web Properties, you consent to and agree to be bound by the foregoing Terms. If we decide to change these Terms, we will make an effort to post those changes on this page so that you will always be able to understand the terms and conditions that apply to your use of the Web Properties.

If you have additional questions or comments of any kind, or if you see anything in the Web Properties that you think is inappropriate, please let us know by email or by sending your comments to:

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