

HEALTH & BEAUTY PRODUCT EXCHANGE - TERMS AND CONDITIONS

THIS LEGAL AGREEMENT ("AGREEMENT") SET OUT BELOW GOVERNS YOUR USE OF HEALTH & BEAUTY PRODUCT EXCHANGE ONLINE SERVICE ("SERVICE"), PROVIDED BY H&B ProdEx Inc. ("ProdEx"). IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THE FOLLOWING TERMS.

BY CLICKING "AGREE," YOU ARE AGREEING THAT THESE TERMS WILL APPLY IF YOU CHOOSE TO ACCESS OR USE THE SERVICE. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE THE SERVICE.

IF YOU ARE UNDER THE AGE OF EIGHTEEN, YOU SHOULD REVIEW THIS AGREEMENT WITH YOUR PARENT OR GUARDIAN TO MAKE SURE THAT YOU AND YOUR PARENT OR GUARDIAN UNDERSTAND IT.

ProdEx permits you to engage in Health & Beauty Product Exchange related activities, including, but not limited to, participation in submitting your minimally-used and/or unused Health & Beauty products to Available Products database, tracking exchange progress, and rating product owners.

The Service is currently only available in the city of Los Angeles, California and its surrounding cities within 50 miles radius.

Use of the Service requires compatible devices, Internet access, and certain software (fees may apply); may require periodic updates; and may be affected by the performance of these factors.

To use the Service, you cannot be a person barred from receiving the Service under the laws of the State of California or other applicable jurisdictions, including the United States or from where you use the Service. By accepting this Agreement, you represent that you understand and agree to the foregoing.

YOUR ACCOUNT

As a registered customer of the Service, you may establish an account ("Account") in accordance with the Usage Policy, below. NEVER reveal your Account information to anyone else. You are solely responsible for maintaining the confidentiality and security of your Account and for all activities that occur on or through your Account, and you agree to immediately notify ProdEx of any security breach of your Account. ProdEx shall not be responsible for any losses arising out of the unauthorized use of your Account.

You agree to provide accurate and complete information when you register with, and as you use, the Service.

You agree to update your registration data to keep it accurate and complete.

You agree that ProdEx may store and use your registration data to maintain your Account.

You may not create an account for anyone other than yourself without that person's permission.

USAGE POLICY

You agree to use the Service in compliance with this usage policy. ProdEx reserves the right to modify the usage policy at any time.

You are authorized to use the Service only for personal, non-commercial use.

You agree not to, or attempt to, or assist another person to, violate, circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with the Service.

You agree that you will NOT use the Service to:

a. upload, download, post, email, transmit, store or otherwise make available any content that is unlawful, harassing, threatening, harmful, tortious, defamatory, libelous, abusive, violent, obscene, vulgar, invasive of another's privacy, hateful, racially or ethnically offensive, or otherwise objectionable;

b. stalk, harass, threaten or harm another;

c. pretend to be anyone, or any entity, you are not — you may not impersonate or misrepresent yourself as another person (including celebrities), entity, another Service participant, a ProdEx associate, or a civic or government leader, or otherwise misrepresent your affiliation with a person or entity, (ProdEx reserves the right to reject or block any nickname which could be deemed to be an impersonation or misrepresentation of your identity, or a misappropriation of another person's name or identity);

d. request personal or other information, if you are an adult, from a minor (any person under the age of 18 or such other age as local law defines as a minor) who is not personally known to you, including but not limited to any of the following: full name, first name, or last name, home address, zip/postal code, telephone number, picture, email address, or the names of the minor's school, church, athletic team or friends;

e. post, send, transmit or otherwise make available any unsolicited or unauthorized email messages, advertising, promotional materials, junk mail, spam, or chain letters, including, without limitation, bulk commercial advertising and informational announcements;

f. forge any TCP-IP packet header or any part of the header information in an email or a news group posting, or otherwise put information in a header designed to mislead recipients as to the origin of any content transmitted through the Service ("spoofing");

g. upload, post, email, transmit, store or otherwise make available any material that contains viruses or any other computer code, files or programs designed to harm, interfere with or limit the normal operation of the Service (or any part thereof), or any other computer software or hardware;

h. interfere with or disrupt the Service (including accessing the Service through any automated means, like scripts or web crawlers), or any servers or networks connected to the Service, or any policies, requirements or regulations of networks connected to the Service (including any unauthorized access to, use or monitoring of data or traffic thereon);

i. engage in any copyright infringement or other intellectual property infringement, or disclose any trade secret or confidential information in violation of a confidentiality, employment, or nondisclosure agreement;

j. plan or engage in any illegal activity; and/or gather and store personal information on any other users of the Service to be used in connection with any of the foregoing prohibited activities;

PRIVACY

The Service is subject to ProdEx's Privacy Policy at <http://www.hbprodex.net/privacy>. As set out in the Privacy Policy, when you use the Service, such as exchanging, donating, or receiving Health & Beauty products, or rating product owners, besides the mandatory H&B ProdEx Customer/Product owner's Identification Number, the personal information you share is visible to other customers and can be read, collected, or used by them. You are responsible for the personal information you choose to submit.

DISCLAIMER OF WARRANTIES AND LIABILITY LIMITATION

ProdEx DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME ProdEx MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE SERVICE AT ANY TIME, WITHOUT NOTICE TO YOU.

YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE AND ALL PRODUCTS AND

SERVICES DELIVERED TO YOU THROUGH THE SERVICE ARE (EXCEPT AS EXPRESSLY STATED BY ProdEx HEREIN) PROVIDED "FIRST COME, FIRST SERVED," "AS IS," AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PRODUCT BRAND, PURPOSE, AND NONINFRINGEMENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU.

IN NO CASE SHALL ProdEx, ITS DIRECTORS, OFFICERS, ASSOCIATES, AFFILIATES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OR INABILITY TO USE THE SERVICE OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY HEALTH & BEAUTY PRODUCT AND CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE, EVEN IF ADVISED OF THEIR POSSIBILITY.

ProdEx SHALL USE REASONABLE EFFORTS TO PROTECT MATERIALS OR INFORMATION SUBMITTED BY YOU IN CONNECTION WITH THE SERVICE, BUT YOU AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND ProdEx HEREBY DISCLAIMS ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

ProdEx DOES NOT REPRESENT OR GUARANTEE THAT THE SERVICE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND APPLE DISCLAIMS ANY LIABILITY RELATING THERETO.

WAIVER AND INDEMNITY

BY USING THE SERVICE, YOU AGREE TO INDEMNIFY AND HOLD ProdEx, ITS DIRECTORS, OFFICERS, ASSOCIATES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF THIS AGREEMENT, YOUR USE OF THE SERVICE, OR ANY ACTION TAKEN BY ProdEx AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR AS A RESULT OF ITS FINDING OR DECISION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS MEANS THAT YOU CANNOT SUE OR RECOVER ANY DAMAGES FROM ProdEx, ITS DIRECTORS, OFFICERS, ASSOCIATES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS AS A RESULT OF ITS DECISION TO REMOVE OR REFUSE TO PROCESS ANY

INFORMATION OR CONTENT, TO WARN YOU, TO SUSPEND OR TERMINATE YOUR ACCESS TO THE SERVICE, OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF ProdEx'S CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS WAIVER AND INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN, RESULTING FROM, OR CONTEMPLATED BY THIS AGREEMENT.

SUBMISSIONS TO THE SERVICE

The Service offers features that allow you to submit your H&B product details on areas of the Service accessible and viewable by the public. You agree that any use by you of such features, including any materials submitted by you, shall be your sole responsibility, shall not infringe or violate the rights of any other party or violate any laws, contribute to or encourage infringing or otherwise unlawful conduct, or otherwise be obscene, objectionable or in poor taste. You also agree that you have obtained all necessary rights and licenses to make such submissions. You agree to provide accurate and complete information in connection with your submission of any materials on the Service. You hereby grant ProdEx a state-wide, royalty-free, non-exclusive license to use such materials as part of the Service or in providing or marketing the Service, without any compensation or obligation to you. ProdEx reserves the right to not post or publish any materials and to remove or edit any material, at any time in its sole discretion without notice or liability.

ProdEx has the right, but not the obligation, to monitor any materials submitted by you or otherwise available on the Service, to investigate any reported or apparent violation of this Agreement, and to take any action that ProdEx in its sole discretion deems appropriate, including, without limitation, termination hereunder.

THIRD-PARTY MATERIALS

Certain content, and services available via the Service may include materials from third parties. ProdEx may provide links to third-party web sites as a convenience to you. You agree that ProdEx is not responsible for examining or evaluating the content or accuracy and ProdEx does not warrant and will not have any liability or responsibility for any third-party materials or web sites, or for any other materials, products, or services of third parties. You agree that you will not use any third-party materials in a manner that would infringe or violate the rights of any other party and that ProdEx is not in any way responsible for any such use by you.

OBJECTIONABLE MATERIAL

You understand that by using the Service, you may encounter material that you may deem to be offensive, indecent, or objectionable, which content may or may not be identified as having explicit material. Nevertheless, you agree to use the Service at your sole risk and ProdEx shall have no liability to you for material that may be found to be offensive, indecent, or objectionable. Ratings and descriptions are provided for convenience, and you agree that ProdEx does not guarantee their accuracy.

INTELLECTUAL PROPERTY

You agree that the Service, including but not limited to graphics, user interface, audio clips, video clips, editorial content, and the scripts and software used to implement the Service, contains proprietary information and material that is owned by ProdEx and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the Service in compliance with this Agreement. No portion of the Service may be reproduced in any form or by any means, except as expressly permitted in these terms. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Service, in any manner, and you shall not exploit the Service in any unauthorized way whatsoever, including, but not limited to, by trespass or burdening network capacity.

Notwithstanding any other provision of this Agreement, ProdEx and its licensors reserve the right to change, suspend, remove, or disable access to any products, content, or other materials comprising a part of the Service at any time without notice. In no event will ProdEx be liable for making these changes. ProdEx may also impose limits on the use of or access to certain features or portions of the Service, in any case and without notice or liability.

All copyrights in and to the Service (including the compilation of content, postings, links to other Internet resources, and descriptions of those resources) and related software are owned by ProdEx and/or its licensors, who reserve all their rights in law and equity. THE USE OF THE SOFTWARE OR ANY PART OF THE SERVICE, EXCEPT FOR USE OF THE SERVICE AS PERMITTED IN THIS AGREEMENT, IS STRICTLY PROHIBITED AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR COPYRIGHT INFRINGEMENT.

H&B ProdEx, the H&B ProdEx logo, and other H&B ProdEx trademarks, service marks, graphics, and logos used in connection with the Service are trademarks or registered trademarks of H&B ProdEx Inc. in the United States. Other trademarks, service marks, graphics, and logos used in connection with the Service may be the trademarks of their respective owners. You are granted no right or license with respect to any of the aforesaid trademarks and any use of such

trademarks.

TERMINATION

If you fail, or ProdEx suspects that you have failed, to comply with any of the provisions of this Agreement, ProdEx, at its sole discretion, without notice to you may: (i) terminate this Agreement and/or your Account; and/or (ii) terminate the license to the Service; and/or (iii) preclude access to the Service (or any part thereof).

ProdEx reserves the right to modify, suspend, or discontinue the Service (or any part or content thereof) at any time with or without notice to you, and ProdEx will not be liable to you or to any third party should it exercise such rights.

CHANGES

ProdEx reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions on your use of the Service. Such modifications and additional terms and conditions will be effective immediately and incorporated into this Agreement. Your continued use of the Service will be deemed acceptance thereof.

MISCELLANEOUS

This Agreement constitutes the entire agreement between you and ProdEx and governs your use of the Service, superseding any prior agreements between you and ProdEx regarding the Service. You also may be subject to additional Terms and Conditions that may apply when you use affiliate services, third-party content, or third-party software. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. ProdEx's failure to enforce any right or provisions in this Agreement will not constitute a waiver of such or any other provision. ProdEx will not be responsible for failures to fulfill any obligations due to causes beyond its control.

The Service is operated by ProdEx from its office within Los Angeles, California, United States. You agree to comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to your use of the Service. All transactions on the Service are governed by California law, without giving effect to its conflict of law provisions. Your use of the Service may also be subject to other laws. You expressly agree that exclusive jurisdiction for any claim or dispute with ProdEx or relating in any way to your use of the Service resides in the courts of the State of California. No ProdEx associate or agent has the authority to vary this Agreement.

ProdEx may send you notice with respect to the Service by sending an email message to your Account email address or by a posting on the Service. Notices shall become effective immediately.

ProdEx reserves the right to take steps ProdEx believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You agree that ProdEx has the right, without liability to you, to disclose any Registration Data and/or Account information to law enforcement authorities, government officials, and/or a third party, as ProdEx believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to ProdEx's right to co-operate with any legal process relating to your use of the Service and/or products, and/or a third-party claim that your use of the Service and/or products is unlawful and/or infringes such third party's rights).

Last updated: November 20, 2014