



Website Terms of Use

This website (the “Site”) is operated by Pure Haven, LLC. (referred to herein as “Pure Haven,” “we,” “us,” and/or “our”). Your use of the Site is subject to the following terms and conditions.

1. Consent: PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE. BY USING THIS SITE, YOU AGREE TO THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE, DO NOT USE THIS SITE. You acknowledge that these Terms of Use are supported by reasonable and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Without limiting the generality of the foregoing, you acknowledge that such consideration includes your use of the Site and receipt of data, materials and information available at or through the Site, the possibility of our use or display of your Submissions (as defined in Section 9 below), and the possibility of the publicity and promotion from our use or display of your Submissions.

2. Additional Terms: Note that special terms apply to some services offered on the Site, such as subscription-based services, product purchases, rules for particular contests or other features or activities. These terms are posted in connection with the applicable service. Any such terms are in addition to these Terms of Use and, in the event of a conflict, prevail over these Terms of Use.

3. Modification: We reserve the right to modify or otherwise update these Terms of Use at any time and you agree to be bound by such modifications, updates, and revisions. You should visit this page from time to time to review the current terms. We may change the Site or delete Content or features of this Site at any time, in any way, for any or no reason at our discretion.

4. Copyright: All information, materials, functions and other content (including Submissions as defined in Section 9 below) provided on this Site (collectively “Content”), such as text, graphics, images, etc., is our property or the property of our licensors and is protected by U.S. and international copyright laws. The collection, arrangement and assembly of all Content on this Site is our exclusive property and is protected by U.S. and international copyright laws. Except as stated herein or as otherwise provided in an express authorization from us, no material from the Site may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. Any unauthorized use of any material contained in this Site is strictly prohibited.

5. Trademarks: Unless otherwise noted, the trademarks, service marks, trade dress, trade names, and logos (collectively “Trademarks”) used and displayed on this Site are our registered and/or unregistered Trademarks and the Trademarks of our licensors. Nothing on this Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Site. Our Trademarks and those of our licensors may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits us.

6. Use of Site and Content: We grant you a limited license to access and make personal use of the Site and the Content, subject to these Terms of Use. Neither this Site nor any portion of this Site or any Content may be reproduced, duplicated, copied, sold, resold, or otherwise exploited for any commercial purpose that is not expressly permitted by us in writing.

7. Linking: Links to third party web sites may be provided on this Site. If so, they are provided solely as a convenience to you. If you use such links, you will leave this Site. We have not reviewed all such third party sites (if any) and do not control and are not responsible for any of these web sites and their content. We do not endorse or make any representations about such web sites or any information or materials found there, or any results that may be obtained from using them. If you access any third party web sites linked from this Site, you do so at your own risk.

You may allow other sites to link to this Site so long as the website linking to this Site:

- Shall not imply, either directly or indirectly, that Pure Haven is endorsing its products or services;
- Shall not use any of our Trademarks or the Trademarks of our licensors;
- Shall not contain content or material that is or may be damaging to our reputation, considered offensive, controversial, or distasteful, and should only contain content that is appropriate for all age groups. The determination whether a site linking to the Site is offensive, controversial, distasteful, inappropriate for all ages, or potentially damaging to Pure Haven’s reputation shall be in the sole discretion of Pure Haven;
- Shall not disparage us or our products in any way or otherwise negatively affect or harm our reputation and goodwill;
- Shall not present false or misleading information about us or the Pure Haven opportunity;
- Shall not misrepresent any relationship with us;
- Shall not replicate in any manner any content in the Site; and
- Shall not create a browser or border environment around Site material;
- Shall not violate any of the provisions of paragraph 12, below.

You agree that should you be requested to discontinue a link to the Site, you shall do so immediately. Failure to discontinue such link may result in termination of your Pure Haven business. We further reserve the right to seek legal redress and damages for any violation of this provision.

8. Confidential Information: Confidential Information, including but not limited to the identities and contact information of a Pure Haven Independent Consultant is available for your access and viewing on the Site. The identities, contact information, sales, and purchase information (collectively “Confidential Information”) is trade secret information belonging exclusively to Pure Haven. Such Confidential Information is provided to you in strictest confidence and may be used for the sole purpose of helping you to work with and build your Pure Haven independent business. You agree that, but for this agreement of confidentiality and nondisclosure, we would not provide you with this Confidential Information. Therefore, you shall not, on your own behalf, or on behalf of any other person, partnership, association, corporation, or other entity:

- Directly or indirectly disclose any Confidential Information to any third party;
- Directly or indirectly disclose the password or other access code to the Site;
- Allow any third-party to access any password-protected section of the Site;
- Use Confidential Information to compete with us or for any purpose other than promoting your Pure Haven business;
- Recruit or solicit any Consultant or Customer of Pure Haven listed on the Site, or in any manner attempt to influence or induce any Consultant or Customer of Pure Haven to alter their business relationship with Pure Haven; or
- Use or disclose to any person, partnership, association, corporation, or other entity any Confidential Information.

Access to the Site is a privilege, and not a right. We reserve the right to deny your access to the Site, or any part of the Site, at our sole discretion.

9. Submissions: For purposes of these Terms of Use, the word “Submissions” means advertisements, promotional material, graphics, audios, text, messages, ideas, concepts, suggestions, artwork, photographs, drawings, videos, audiovisual works, your and/or other persons’ names, likenesses, voices, usernames, profiles, actions, appearances, performances, and/or other biographical information or material, and/or other similar materials that you submit, post, upload, embed, display, communicate, advertise, or otherwise distribute on or through this Site.

We are always pleased to receive your comments, suggestions, and Submissions regarding this Site, our products and services, and our opportunity. If you transmit to us, post, or upload any Submissions to or through this Site, you grant us and our affiliates a non-exclusive, royalty-free, perpetual, and irrevocable right to use, reproduce, modify, adapt, publish, translate, distribute, and incorporate such Submissions and the names identified on the Submissions throughout the world in any media for any and all commercial and noncommercial purposes.

By communicating a Submission to us, you represent and warrant that the Submission and your communication thereof conform to the Rules of Conduct set forth in Section 12 below and all other requirements of these Terms of Use and that you own or have the necessary rights, licenses, consents, and permissions, without the need for any permission from or payment to any other person or entity, to exploit, and to authorize us to exploit, such Submission in all manners contemplated by these Terms of Use. You agree that you shall not post or transmit to or from this Site any unlawful, threatening,

libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other material that could give rise to any civil or criminal liability under the law. See Section 12 below.

10. Accounts: Some services on this Site permit or require you to create an account to participate in or to secure additional benefits. You agree to provide, maintain and update true, accurate, current, and complete information about yourself as prompted by our registration processes. You shall not impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including using another person's username, password, or other account information, or another person's name, likeness, voice, image, or photograph. You also agree to promptly notify us of any unauthorized use of your username, password, other account information, or any other breach of security that you become aware of involving or relating to this Site.

We may suspend or terminate your account and your ability to use the Site or any portion thereof for failure to comply with these Terms of Use or any special items related to a particular service.

Cancellation of your Pure Haven business for any reason will terminate your access to the Site.

Failure to pay your website fees, or any charge-back of your website fees, will terminate your access to the Site.

11. Public Forums and Communication: "Public Forum" means an area or feature offered as part of this Site that offers the opportunity for users to distribute Submissions for viewing by one or more Site users, including, but not limited to, a chat area, message board, instant messaging, mobile messaging, social community environment, profile page, conversation page, blog, or email function.

You acknowledge that Public Forums and features offered therein are for public and not private communications, and you have no expectation of privacy with regard to any Submission to a Public Forum. We cannot guarantee the security of any information you disclose through any of these media; you make such disclosures at your own risk.

You are and shall remain solely responsible for the Submissions you distribute on or through the Site under your username or otherwise by you in any Public Forum and for the consequences of submitting and posting the same. We have no duty to monitor any Public Forum.

You should be skeptical about information provided by others, and you acknowledge that the use of any Submission posted in any Public Forum is at your own risk. We are not responsible for, and we do not endorse, the opinions, advice, or recommendations posted or sent by users in any Public Forum and we specifically disclaim any and all liability in connection therewith.

We owe you no obligation, and therefore may refuse to post, deliver, remove, modify, or otherwise use or take any action with respect to any Submissions that you make to the Site.

12. Rules of Conduct: The following Rules of Conduct apply to the Site. By using the Site, you agree that you will not upload, post, or otherwise distribute to the Site any Submission, Content, or advertising that:

- Promotes the sale of Pure Haven’s services, or directly or indirectly promotes or advertises any Pure Haven business opportunity;
- is defamatory, abusive, harassing, threatening, or an invasion of a right of privacy of another person; (b) is bigoted, hateful, or racially or otherwise offensive; (c) is violent, vulgar, obscene, pornographic, or otherwise sexually explicit; or (d) otherwise harms or can reasonably be expected to harm any person or entity;
- is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them, including a Submission that is, or represents an attempt to engage in, child pornography, stalking, sexual assault, fraud, trafficking in obscene or stolen material, drug dealing and/or drug use, harassment, theft, or conspiracy to commit any criminal activity;
- infringes or violates any right of a third party including: (a) copyright, patent, trademark, trade secret or other proprietary or contractual rights; (b) right of privacy (specifically, you must not distribute another person’s personal information of any kind without their express permission) or publicity; or (c) any confidentiality obligation;
- contains a virus or other harmful component, or otherwise tampers with, impairs or damages the Site or any connected network, or otherwise interferes with any person or entity’s use or enjoyment of the Site; or
- (a) does not generally pertain to the designated topic or theme of the relevant Public Forum; (b) violates any specific restrictions applicable to a Public Forum, including its age restrictions and procedures; or (c) is antisocial, disruptive, or destructive, including “flaming,” “spamming,” “flooding,” “trolling,” and “griefing,” as those terms are commonly understood and used on the Internet.

We cannot and do not assure that other users are or will be complying with the foregoing Rules of Conduct or any other provisions of these Terms of Use, and, as between you and us, you hereby assume all risk of harm or injury resulting from any such lack of compliance.

13. Removal of Submissions: We reserve the right, but disclaim any obligation or responsibility, to (a) refuse to post, or remove, any Submission from the Site that violates these Terms of Use; and (b) identify any user to third parties; and/or (c) disclose to third parties any Submission or personally identifiable information when we believe in good faith that such identification or disclosure will either (i) facilitate compliance with laws, including, for example, compliance with a court order or subpoena, or (ii) help to enforce these Terms of Use and/or protect the safety or security of any person or property, including the Site. Moreover, we retain all rights to remove Submissions at any time for any reason or no reason whatsoever.

14. International: The Site is intended for viewing and use in the United States. If this Site is viewed internationally, you are responsible for compliance with applicable local laws. We do not intend to provide our products or services outside the United States.

15. Privacy: Pure Haven respects your privacy and the privacy of other visitors to the Site. To learn about our privacy practices and policies, please see our Privacy Policy.

16. Children: Pure Haven is committed to the safety of our children. Pure Haven does not knowingly collect any personal information from such children at this Site.

17. Disclaimer of Warranties: ALL CONTENT INCLUDED IN OR AVAILABLE THROUGH THIS SITE (THE "CONTENT") IS PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, AVAILABILITY, SECURITY, COMPATABILITY, AND NONINFRINGEMENT. WE DO NOT WARRANT THAT THE CONTENT IS ACCURATE, ERROR-FREE, RELIABLE, OR CORRECT, THAT THIS SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVERS THAT MAKE SUCH CONTENT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THIS SITE MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF ANY CONTENT. YOU HEREBY IRREVOCABLY WAIVE ANY CLAIM AGAINST US WITH RESPECT TO CONTENT AND ANY CONTENT YOU PROVIDE TO THIRD PARTY SITES (INCLUDING CREDIT CARD AND OTHER PERSONAL INFORMATION). WE MAY IMPROVE OR CHANGE THE PRODUCTS AND SERVICES DESCRIBED IN THIS SITE AT ANY TIME WITHOUT NOTICE. WE ASSUME NO RESPONSIBILITY FOR AND DISCLAIM ALL LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS SITE OR IN OTHER DOCUMENTS WHICH ARE REFERRED TO WITHIN OR LINKED TO THIS SITE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

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The Site may contain the opinions and views of other users. Given the interactive nature of the Site, we cannot endorse, guarantee, or be responsible for the accuracy, efficacy, or veracity of any content generated by other users.

18. Limitation of Liabilities: UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL WE, OUR LICENSORS OR LICENSEES, OR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS, OR SUPPLIERS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE OF ANY NATURE

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WE MAY TERMINATE YOUR FURTHER ACCESS TO THE SITE OR CHANGE THE SITE OR DELETE CONTENT OR FEATURES IN ANY WAY, AT ANY TIME, AND FOR ANY REASON OR NO REASON.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THESE TERMS OF USE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

19. Governing Law, Jurisdiction and Venue: This Site is created and controlled by us in the State of Rhode Island. The laws of the State of Rhode Island govern these Terms of Use, without giving effect to any principles of conflicts of laws. You agree that any action at law or in equity arising out of or relating to these Terms of Use or the Site shall be filed, and that jurisdiction and venue properly lies exclusively in the U.S. District Court for the Districts of Rhode Island, or the state courts located in Providence County, State of Rhode Island, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

20. General Provisions: We make no representations that the Content on the Site is appropriate or available for use in any particular location. Those who choose to access the Site do so on their own initiative and are responsible for compliance with all applicable laws including any applicable local laws.

If any provision of these Terms of Use shall be unlawful, void or for any reason unenforceable, then that provision shall be severed from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

No waiver of any provision of these Terms of Use by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

YOU AGREE THAT ANY CAUSE OF ACTION YOU MAY HAVE ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

Supply of goods, services and software through the Site is subject to United States export control and economic sanctions requirements. By acquiring any such items through the Site, you represent and warrant that your acquisition comports with and your use of the item will comport with those

requirements. Without limiting the foregoing, you may not acquire goods, services or software through the Site if: (a) you are in, under the control of, or a national or resident of Cuba, Iran, North Korea, Sudan, or Syria, or if you are on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List, Unverified List, or Entity List, or (b) you intend to supply the acquired goods, services, or software to Cuba, Iran, North Korea, Sudan, or Syria (or a national or resident of one of these countries) or to a person on the Specially Designated Nationals List, Denied Persons List, Unverified List, or Entity List.

21. Contacting Us: You may contact us regarding these Terms of Use or the Site by any of the following methods:

By Mail: Pure Haven, LLC, 1 Carding Lande, Johnston, RI 02919

By Email: customerservice@purehaven.com

22. Effective Date: These Terms of Use are effective as of June 26, 2020, and shall remain in effect until modified and/or updated as provided in Section 3 above.