## Terms And Conditions

Practical Homeopathy Inc. (PHI) owns and operates this website JoettesMightyMembers.com (hereafter, the "Site," which shall also include any other websites owned or operated by Practical Homeopathy Inc., services related to such operation, or any communications related to PHI). All references hereafter to JoettesMightyMembers.com shall include PHI., and, where appropriate, its employees, officers, directors, investors, agents, consultants, assignees, affiliates, partners, contractors, attorneys, accountants, advertisers, and any and all other individuals and organizations providing services on behalf of PHI.

By using the Site, you, the user of the Site ("you" or "user"), agree to the terms, conditions, notices and guidelines contained in this Terms and Conditions of Use Agreement (the "Agreement") and all modifications hereto. PHI reserves the right, at its discretion, at any time, to change or modify the terms and conditions of this Agreement applicable to you, or any part thereof and to impose new conditions. Such changes, modifications, additions or deletions shall be effective immediately. Each time you use the Site the terms and conditions set forth in this Agreement shall apply to such use. These Terms and Conditions are supplemented by the provisions of Rules of Use of JoettesMightyMembers.com Forum, the provisions of which are expressly incorporated herein.

Users of the Site should periodically check for changes to this Agreement. Your continued use of the Site following the posting of changes to this Agreement on the Site, or by other means by which you obtain notice thereof means you accept those changes.

Please e-mail any questions regarding this Agreement to here. You may have this same information sent to you by e-mail by sending a letter to legal@PracticalHomeopathy.com.

IF YOU ARE UNDER THE AGE OF 13, YOU MAY NOT USE THE PRODUCTS OR SERVICES PROVIDED BY THE SITE.

IF YOU DO NOT AGREE TO COMPLY WITH THIS AGREEMENT, PLEASE DO NOT USE THIS SITE.

PHI RESERVES THE RIGHT TO REFUSE OR REVOKE SERVICE TO YOU OR ANY USER AT ANY TIME.

PHI SHALL HAVE THE RIGHT BUT NOT THE OBLIGATION TO MONITOR THE CONTENT OF THE SITE AND USE THEREOF TO DETERMINE COMPLIANCE WITH THIS AGREEMNENT.

1. Intellectual Property. The Site and all of its content including, but not limited to, articles, other text, photographs, illustrations, graphics, product names, designs, logos, video material, and audio clips (collectively, "the Intellectual Property") are protected by copyright, trademark, and other laws of the United States, as well as international conventions and the laws of other countries. The Intellectual Property is owned or controlled by PHI or the party credited as the provider or owner of the Intellectual Property. The compilation (meaning the collection, arrangement, and assembly) of all content on the Site is the exclusive property of PHI and protected by U.S. and international copyright laws. All software used on the Site is the property of PHI or commercial software suppliers and is protected by U.S. and international copyright laws.

Subject to the terms and conditions hereof, you may view, copy, download, or print material appearing on the Site ("Site Materials") subject to the following conditions:

The Site Materials may only be used for your personal, non-commercial use;

The Site Materials may not be modified

The Site Materials may not be copied and posted on any other web site

All copyright, trademark, and other proprietary notices contained in all such Site Materials may not be altered or deleted and the following notice must appear on

each copy of Site Materials: "Copyright © [insert year] Practical Homeopathy Inc.. All rights reserved. Protected by the copyright laws of the United States and international treaties" must appear on each copy of Site Materials.

The copying, modification, revision, reproduction, republication, uploading, posting, transmission, or distribution for commercial or non-personal purposes of any Site Material or elements from the Site including, but not limited to, the design or layout of the Site, individual elements of the Site's design, or the Practical Homeopathy or Joettes Might Members logo or other "Trademarks" as defined below, without the express written permission of PHI, or other owners of the Intellectual Property is strictly prohibited. For purposes of this Agreement, the use of any Site Materials on any other website or networked computer environment is prohibited.

2. User Submissions. Any messages, suggestions, materials, photos, works of art or authorship, ideas, or concepts that are submitted through the Site by Users ("Submitted Materials") are submitted with the express understanding that the Submitted Materials may be used without limitation by PHI or any of its affiliates, in whole or in part, for any purpose in perpetuity, including modification, reproduction, transmission, publication, advertising, press, publicity, broadcast, and posting in any media, including but not limited to in connection with television and/or radio broadcasts affiliated with PHI. You additionally agree that PHI is free to use any ideas, concepts, techniques, or know-how contained in any Submitted Materials you send to or post on or via the Site for any purpose whatsoever including, but not limited to, developing, manufacturing, marketing, and selling products and services based upon such information without any obligation to compensate you or anyone else for them. By submitting such Submitted Materials, you are conferring to PHI a perpetual non-exclusive license to use the Submitted Materials for any and all purposes.

DO NOT POST YOUR PERSONALLY IDENTIFIABLE CONTACT INFORMATION IN ANY FORUM OR OTHER PART OF THE SITE ACCESSIBLE TO USERS, INCLUDING YOUR TELEPHONE NUMBER, HOME, BUSINESS OR EMAIL ADDRESS. ANY POSTING OF SUCH PERSONAL INFORMATION IS EXPRESSLY AT YOUR OWN RISK.

- 3. Trademarks. The trademarks, logos, and service marks, including but not limited to PHI, JoettesMightyMembers.com (collectively, the "Trademarks"), displayed on the Site(s) are the trademarks of PHI and other parties. All rights reserved. Nothing contained in the Site(s) should be construed as granting by implication, estoppel or otherwise, any license or right to use any Trademark displayed on the Site(s) without the written permission of PHI or the third party that owns the Trademarks displayed on the Site. Your use of the Trademarks displayed on the Site, or any other content on the Site, except as provided in this Agreement, is strictly prohibited. Any other trademarks appearing on PHI which are not the property of the Site are the property of the respective owners.
- 4. User Responsibilities. You agree that you will conduct yourself in a mature manner that lends itself to civil discourse, and that you shall use PracticalHomeopathy.com and/or JoettesMightyMembers.com (including but not limited to other PHI sites listed in #3) for lawful purposes only. Further, you agree not to use any facilities or resources available on or through JoettesMightyMembers.com to perpetrate prohibited conduct, whether against PHI, Joette Calabrese individually, or any other third party. Examples of prohibited conduct include, but are not limited to chain letters, unauthorized copying of Submitted Materials, Site Materials or Intellectual Property, pornography, unsolicited advertising, postings which are deemed excessive in number or deemed to be initiated to harm the business of PHI, JoettesMightMembers.com or other communication that creates a nuisance or is otherwise offensive to the recipient or the PHI audience. You represent and warrant that Submitted Materials do not infringe any third-party intellectual property rights. You agree not to transmit any unlawful, threatening, harassing, libelous, defamatory, obscene, pornographic, or profane material, any material submitted without permission under another person's name, or other material that could constitute or encourage conduct that could be considered a criminal offense or violate any law. You shall not, without the express written approval of PHI submit any materials which contains advertising or any solicitation with respect to products or services, including any on-line information services competitive with PHI. Site shall have the right, in its sole discretion to edit or remove any material portion of Submitted

Materials, which in its sole discretion, it finds to be in violation of the provisions of this agreement or otherwise objectionable.

5. Memberships. Payment for the service or products provided to you at and/or through this Site may be made by automatic credit card or check debit and you hereby authorize PHI to transact such payments on your behalf.

You may elect to become a Member of JoettesMightyMembers.com ("Membership") by purchasing a membership to JoettesMightyMembers.com ("Membership"). You hereby agree that PHI may immediately authorize your credit card (or other approved facility) in the amount equal to the then current membership rate ("Membership Fee") for each period of Membership (the "Membership Period"). Membership Fees are earned in full upon receipt and are non-refundable in the event of a termination request by you during that Membership Period. You may cancel your Membership at any time. To cancel, go to My Account and click the "Cancel Membership" link, or contact Customer Service by phone at 1-561-537-5900 or through the Contact Customer Service page.

By purchasing a Membership, you also authorize PHI to charge the then prevailing Membership Fee amount to your credit card (or other approved facility) again during each subsequent Membership Period. If you decide to terminate your Membership you must do so by notifying Customer Service AT LEAST one day prior to the end of the then current Membership Period. If you do not cancel your membership at least one day prior to the end of the then current Membership Period, your Membership shall continue until the end of the next Membership Period following the receipt of the notice of termination. You will be charged the Membership Fee for this final Membership Period at the then current Membership Fee. If you have a question about a transaction on your credit card statement, please use the Customer Service link on Practicalhomeopathy.com to contact customer service.

As a Member of PHI (JoettesMightyMembers.com) you agree that your Membership will be used exclusively by you, and may not be assigned or transferred to any other person or entity, nor may you provide any other person or entity access to your subscription, either directly or indirectly. You must keep your password strictly confidential. You agree to be personally liable for all charges you incur during or through the use of the Site. Your liability for such charges shall continue after termination of your Membership for any reason as provided in Section 8 below.

In addition to the User Responsibilities set forth in paragraph 4 above and otherwise in this Agreement, Members agree that you will not copy, reproduce, repost, distribute or transmit any Submitted Materials submitted by any other Users or Members for any purpose in any media. You agree that you will provide true, accurate, current and complete information about yourself as prompted by the registration process and that you will update that information as necessary to maintain its accuracy. If you engage in prohibited conduct and/or if your behavior leads to complaints from other users, is deemed in the discretion of the employees, management or staff of PHI to be an inappropriate use of the Site, harassing or objectionable, or you provide any information that is untrue, inaccurate, not current or incomplete, or if PHI has reason to believe such information is untrue, inaccurate, not current or incomplete, PHI has the right to suspend or terminate your account and refuse you (or any other person(s) associated with you) any or all current and future Memberships or use of the Site, or the services PHI offers, without any further obligation to you or any third party, other than as provided in Section 8 below. Determination of associated persons will be made by PHI staff using available information, including but not limited to, billing, email, and IP addresses.

- 6. Privacy. By accepting this Agreement, you expressly consent to our use of your personal information as explained in our Privacy Policy, which is incorporated herein by reference. Our current Privacy Policy is available here.
- 7. Limits on Liability. You agree that at no time during or after the term of this Agreement shall PHI be liable for:

The contents of any communication, message, or other information sent by you or third parties to PHI, or posted by you or other third parties on any part of the Site;

The contents of any website not controlled, owned, or operated by PHI that is accessed from or linked to any part of the Site;

Any damages or injury caused by, including but not limited to, any failure of performance, error, omission, interruption, defect, delay in operation of transmission, computer virus, or line failure; and

The results of any interpersonal interactions to which you are exposed or in which you become involved through the Site or other PHI services, and

Any direct, indirect, incidental, special, or consequential damages arising out of or relating to use of or inability to use any of the Site or related services, or download any of the software through any of the Site, even if PHI has been advised of the possibility of such damages. If you are dissatisfied with any portion of any of the Site, any services or products, or with any of these Terms of Service, your sole and exclusive remedy is to discontinue using the Site; and

Any termination or suspension of your membership subscription as provided in this Agreement, or any consequence thereof.

PHI may include links to other Internet sites, both related and unrelated to the Site. Additionally, other sites may link to the Site with or without the permission of PHI. Descriptions of or references to individuals, companies, products, services or publications not owned by PHI on the Site or any linked website do not imply any endorsement of such individuals, companies, products, or publications by PHI. PHI shall not be liable for any damages or costs arising out of or in any way connected with your use or involvement with any of the individuals, companies, products, services, or publications accessed through the Site. Further it is acknowledged and agreed that, any actions taken by PHI to improve the user experience of the Site, including by removal of any Submitted Materials or occasional review of postings by individuals on the Site, shall not be deemed to constitute or create a duty by PHI to monitor the content thereof, nor shall it be deemed a basis for any liability by PHI in connection with Submitted Materials or otherwise without limitation.

- 8. Termination. In addition and without prejudice to any other legal or equitable remedies available to PHI, PHI may terminate your right to use the Site and/or any Membership at any time and for any reason whatsoever. Subject to the "Survivability" provisions of Section 12 below, you may terminate this Agreement by closing your account with PHI, and terminating your Membership by contacting customer service at least one (1) day prior to the end of the current Membership Period You agree, that in the event your Membership is terminated by PHI, your sole remedy for damages resulting from the termination or otherwise shall be the return to you of the remaining prorated portion of your current Membership Fee.
- 9. Indemnification. You agree to indemnify and hold PHI, its employees, officers, directors, investors, agents, consultants, assignees, affiliates, partners, contractors, attorneys, accountants, advertisers, and any and all other individuals and organizations providing services on behalf of PHI harmless from all claims, liabilities, losses, damages, and expenses (including attorneys' fees and expenses) arising out of or relating to (a) your use of any parts of the Site, Site Materials or related services or any information posted by you on the Site; (b) your use of any Submitted Materials, products or services offered by third-parties through the Site, including without limitation any damage to any software or hardware as a result of any viruses; (c) your download and/or use of any of the software available for download through any part of the Site; (d) your alleged breach of this Agreement; or (e) the suspension or termination of your Membership as provided in this Agreement.
- 10. Disclaimer of Warranties. The information, material, services, and products (including the products and services offered through the Site and provided by third parties) included on any part of the Site may include inaccuracies, typographical errors, and other problems.

ALL OF THE SITE MATERIALS, CONTENT, PRODUCTS AND SERVICES ON THE SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED, AND TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO

APPLICABLE LAW, PHI DISCLAIMS ALL WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE PHI DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE WEBSITE OR ITS CONTENT, INCLUDING THIRD-PARTY AND SERVICES OFFERED THROUGH THE SITE, ON THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVERS THAT MAKES THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. PHI DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULT OF THE USE OF THE WEBSITE AND ITS CONTENT, INCLUDING THIRD-PARTY PRODUCTS AND SERVICES OFFERED THROUGH THE SITE, AVAILABLE ON THE SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, TIMELINESS, OR OTHERWISE.

THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY FAILURE OF PERFORMANCE, NEGILGENCE, OR FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE OR UNDER ANY OTHER CAUSE OF ACTION. YOU SPECIFICALLY ACKNOWLEDGE THAT PHI IS NOT LIABLE FOR DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD-PARTY USERS OF PHI OR ANY CLAIM FOR VIOLATION OF PUBLICTY OR PRIVACY RIGHTS.

USE OF THE SITE, INCLUDING BUT NOT LIMITED TO THE USE OF ANY INTERACTIVE AREA, ANY SOFTWARE, ANY SOFTWARE DOWNLOADS, AND ANY THIRD-PARTY PRODUCTS AND SERVICES OFFERED THROUGH THE SITE IS AT YOUR EXCLUSIVE RISK, AND THE RISK OF INJURY FROM THE FOREGOING RESTS EXCLUSIVELY WITH YOU.

11. Disputes with PHI. These Terms and Conditions shall be governed by the laws of the State of Florida applicable to contracts entered into and performed exclusively in that State, without regard to its conflict of laws rules, and the laws of the United States of America. These laws will apply no matter where in the world you live.

You and PHI agree that any dispute or claim arising from or relating to the Terms shall be finally settled by arbitration, using the English language, administered by the American Arbitration Association (the AAA) under its Commercial Arbitration Rules then in effect (those rules are deemed to be incorporated by reference into this section). Our arbitration will be handled by a sole arbitrator in accordance with those rules. Judgment on the arbitration award may be entered in any court that has jurisdiction. Any arbitration under the Terms will take place on an individual basis: class arbitrations and class actions are not permitted. You understand that by agreeing to the Terms, you and PHI are each waiving the right to trial by jury and the right to participate in a class action. Notwithstanding the foregoing, each party shall have the right to bring an action in a court of proper jurisdiction for injunctive or other equitable or conservatory relief, pending a final decision by the arbitrator. For any disputes or actions not subject to arbitration, you and PHI agree to submit to the personal jurisdiction to any court of competent jurisdiction sitting within Palm Beach County, Florida which will be the exclusive jurisdiction and venue for any applicable disputes or actions.

PHI makes no representation that content on any part of the Site is appropriate or available for use in other locations. Those who choose to access any part of the Site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. The Site may contain references to products or services not available in all countries. PHI does not market all of its products or services in all countries. Software from any part of the Site may be subject to U.S. export controls.

12. Miscellaneous. This Agreement constitutes the entire agreement between you and PHI and its affiliates, and supersedes all prior written or oral agreements or communications with respect to the subject matter herein. Any modifications to this Agreement must be set forth in writing and acknowledged by an authorized representative of PHI. Sections 1, 2, 3, 5, 6, 7, 8, 9 10, 11, and 12 of this Agreement shall survive any termination of Membership or use of the Site. If any term of this Agreement is declared unlawful, void or for any reason unenforceable by any court, then such term will be deemed severable from the remaining terms and will

not affect the validity and enforceability of such remaining terms. The section headings in this Agreement are for convenience only and must not be given any legal import. This Agreement may be assigned by PHI at any time.

A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial proceedings or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

- 13. Equal Opportunity Employer. PHI reserves the right to post information about employment opportunities with the company on any part of the Site. PHI is an equal opportunity employer, employing people without regard to race, sex, religion, nationality, age or disability.
- 14. The Site is owned and operated by PHI, c/o Practical Homeopathy Inc, 5505 (15-104) North Ocean Blvd. Ocean Ridge, Florida 33435. For further information about PHI or the Site, please visit the "Contact Us" section of the Site, or click here. You may have this same information sent to you by e-mail by sending a letter to Practical Homeopathy Inc, 5505 (15-104) North Ocean Blvd. Ocean Ridge, Florida 33435 with your e-mail address and a request for this information.