

TERMS OF SERVICE

MARGARET ROMERO, LLC

General

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Margaret Romero reserves the right to change these Terms of Service or to impose new conditions for use of the Site, from time to time, in which case we will post the revised Terms of Service on the Site. By continuing to use the Site after we post any such changes, you accept the Terms of Service, as modified.

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rights under copyright, trademark, service mark or patent laws under any relevant jurisdiction. Also, in connection with the exercise of such rights, you grant Margaret Romero, and anyone authorized by us, the right to identify you as the author of any of your postings or submissions by name, email address or screen name, as we deem appropriate.

You acknowledge and agree that any contributions originally created by you for Margaret Romero shall be deemed a “work made for hire” when the work performed is within the scope of the definition of a work made for hire in Section 101 of the United States Copyright Law, as amended. As such, the copyrights in those works shall belong to Margaret Romero from their creation. Thus, Margaret Romero shall be deemed the author and exclusive owner thereof and shall have the right to exploit any or all of the results and proceeds in any and all media, now known or hereafter devised, throughout the universe, in perpetuity, in all languages, as Margaret Romero determines. In the event that any of the results and proceeds of your submissions hereunder are not deemed a “work made for hire” under Section 101 of the Copyright Act, as amended, you hereby, without additional compensation, irrevocably assign, convey and transfer to Margaret Romero all proprietary rights, including without limitation, all copyrights and trademarks throughout the universe, in perpetuity in every medium, whether now known or hereafter devised, to such material and any and all right, title and interest in and to all such proprietary rights in every medium, whether now known or hereafter devised, throughout the universe, in perpetuity. Any posted materials which are reproductions of prior works by you shall be co-owned by us.

You acknowledge that Margaret Romero has the right but not the obligation to use and display any postings or contributions of any kind and that we may elect to cease the use and display of any such materials (or any portion thereof), at any time for any reason whatsoever.

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Disclaimers

Throughout the Site, we may provide links and pointers to Internet sites maintained by third parties. Our linking to such third party sites does not imply an endorsement or sponsorship of such sites, or the information, products or services offered on or through the sites. In addition, neither we nor any of our affiliates operate or control in any respect any information, products or services that third parties may provide on or through the Site or on websites linked to by us on the Site.

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Margaret Romero nor any third party provider of information guarantees the accuracy, completeness or usefulness of any content. Furthermore, Margaret Romero neither endorses nor is responsible for the accuracy and reliability of any opinion, advice or statement made on the Site or linked to the Site by anyone other than an authorized representative of Margaret Romero while acting in his/her official capacity.

The information, products and services offered on or through the Site and by Margaret Romero and any third party sites are provided "as is" and without warranties of any kind either express or implied. 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 and fitness for a particular purpose. We do not warrant that the Site or any of its functions will be uninterrupted or error-free, that defects will be corrected or that any part of this Site, including bulletin boards or the servers that make it available, are free of viruses or other harmful components.

We do not warrant or make any representations regarding the use or the results of the use of the Site or materials on the Site or on third party sites in terms of their correctness, accuracy, timeliness, reliability or otherwise.

Indemnity

You agree at all times to defend, indemnify and hold harmless Margaret Romero, its affiliates, successors, transferees, assignees and licensees and their respective parent and subsidiary companies, agents, associates, officers, directors, shareholders and employees of each, from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including legal fees and expenses, arising out of or related to your breach of any obligation, warranty, representation or covenant set forth herein.

Online Commerce and Third Party Products

Certain sections of the Site may allow you to purchase various products and services online that are provided by third parties. We are not responsible for any of these products and/or services including the quality, accuracy, timeliness, reliability or any other aspect of these products and services. If you make a purchase from a third party on the Site or on a site linked to by the Site, the information obtained during your visit to that third party's online store or site, and the information that you give as part of the transaction, such as your credit card number and contact information, may be collected by both the third party and us. A third party may have privacy and data collection practices that are different from ours. We have no control over, responsibility or liability for these independent practices/policies. In addition, when you purchase products or services on or through the Site, you may be subject to additional terms and conditions of that third party that specifically apply to your purchase or use of such products or services. For more information regarding a third party, its online store, its privacy policies and/or any additional terms and conditions that may apply, visit that third party's website and click on its information links or contact the third party directly. You release us and our affiliates from any damages that you incur, and agree not to assert any claims against us or them, arising

from your purchase or use of any products or services made available by third parties through the Site.

Your interaction, correspondence or business dealings with any third party found on or through the Site, regarding payment and delivery of specific goods and services, and any other terms, conditions, representations or warranties associated with such dealings, are solely between you and such third party. You agree that Margaret Romero shall not be responsible or liable for any loss, damage or other matters of any sort incurred as the result of such dealings.

You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Site. You agree to use the Site and to purchase services or products through the Site for legitimate, non-commercial purposes only. You also agree not to make any purchases for speculative, false or fraudulent purposes or for the purpose of anticipating demand for a particular product or service. You agree to only purchase goods or services for yourself or for another person for whom you are legally permitted to do so. When making a purchase for a third party that requires you to submit the third party's personal information to us or another party, you represent that you have obtained the express consent of such third party to provide such third party's personal information.

Interactive Features

The Site may include a variety of features, such as bulletin boards, web logs, chat rooms and email services, which allow feedback to us and real-time interaction between users and other features which allow users to communicate with others. Responsibility for what is posted on message boards, groups, chats or other such forums on the Site, or sent via any email services on the Site, lies with each user - you alone are responsible for the material you post or send. We do not control the messages, information or files that you or others may provide through the Site. It is a condition of your use of the Site that you do not:

- Restrict or inhibit any other user from using and enjoying the Site.
- Use the Site to impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity.
- Interfere with or disrupt any servers or networks used to provide the Site or its features or disobey any requirements, procedures, policies or regulations of the networks we use to provide the Site.
- Use the Site to instigate or encourage others to commit illegal activities or cause injury or property damage to any person, business or entity.
- Gain unauthorized access to the Site, or any account, computer system or network connected to this Site, by means such as hacking, password mining or other illicit means.
- Obtain or attempt to obtain any materials or information through any means not intentionally made available through this Site.
- Use the Site to post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent statements, information or images of any kind, including without limitation any

transmissions advocating, constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, federal or international law.

- Use the Site to post or transmit any information, software or other material that violates or infringes upon the rights of others, including material that is an invasion of privacy or publicity rights or that is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or rights holder.
- Use the Site to post or transmit any information, software or other material that contains a virus or other harmful component.
- Use the Site to post, transmit or in any way exploit any information, software or other material for commercial purposes, or that contains advertising.
- Use the Site to advertise or solicit anyone to buy or sell products or services, or to make donations of any kind, without our express written approval.
- Gather for marketing purposes any email addresses or other personal information that has been posted by other users of the Site.

Margaret Romero may host message boards, groups, chats or other such forums on the Site and on other platforms. Any user failing to comply with these Terms of Service may be expelled from the Site and denied continued access to the message boards, groups, chats or other such forums in the future. Margaret Romero or its designated agents may remove or alter any user-created content at any time for any reason without liability or consequence. Message boards, groups, chats or other such forums are intended to serve as discussion centers for users and subscribers. Information and content posted within these forums may be provided by Margaret Romero staff, outside contributors or by users not connected with us, some of whom may employ anonymous user names. Margaret Romero expressly disclaims all responsibility and endorsement and makes no representation as to the validity of any opinion, advice, information or statement made or displayed in these forums by third parties, nor are we responsible for any errors or omissions in such postings, or for hyperlinks embedded in any messages. Under no circumstances will we, our affiliates, suppliers or agents be liable for any loss or damage caused by your reliance on information obtained through these forums. The opinions expressed in these forums are solely the opinions of the participants, and do not reflect the opinions of Margaret Romero or any of its agents, employees or contractors.

Margaret Romero has no obligation whatsoever to monitor any of the content or postings on the message board, chat room or other public forums on the Site. However, you acknowledge and agree that we have the absolute right to monitor same at our sole discretion. In addition, we reserve the right to alter, edit, refuse to post or remove any postings or content, in whole or in part, for any reason and to disclose such materials and the circumstances surrounding their transmission to any third party in order to satisfy any applicable law, regulation, legal process or governmental request and to protect ourselves, our clients, sponsors, users and visitors.

Registration

To access certain features of the Site, we may ask you to provide certain demographic information including your gender, year of birth, zip code and country of residence. In addition, if you elect to sign-up for a particular feature of the Site, such as message boards, groups, chats or other such forums, you may also be asked to register with us on the form provided and such registration may require you to provide personally identifiable information such as your name and email address. You agree to provide true, accurate, current and complete information about yourself as prompted by the Site's registration form. If we have reasonable grounds to suspect that the information you provide is untrue, inaccurate or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof). Our use of any personally identifiable information you provide to us as part of the registration process is governed by the terms of our Privacy Policy.

Passwords

To use certain features of the Site, you will need a username, password and/or account, which you will receive through the Site's registration process. You are responsible for maintaining the confidentiality of your username, password and/or account, and are responsible for all activities (whether by you or by others) that occur under your username, password and/or account. You agree to notify us immediately of any unauthorized use of your username, password and/or account or any other breach of security, and to ensure that you exit and logoff from your account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to protect your username, password and/or account information.

Limitation of Liability

Under no circumstances, including, but not limited to, negligence, shall Margaret Romero or our owners, agents, employees, contractors, subsidiaries, affiliates and/or parent entities be liable for direct, indirect, incidental, special or consequential damages that result from the use of or the inability to use the Site, including our messaging, blogs, comments of others, books, emails, products or services, or third party materials, products or services made available through the Site or by us in any way, even if we are advised beforehand of the possibility of such damages. (Because some states do not allow the exclusion or limitation of certain categories of damages, the above limitation may not apply to you. In such states, our liability and the liability of our subsidiary and parent companies or affiliates is limited to the fullest extent permitted by such state law.) You specifically acknowledge and agree that we are not liable for any defamatory, offensive or illegal statements or conduct of any user. If you are dissatisfied with the Site, any materials, products or services on the Site, or with any of the Site's terms and conditions, your sole and exclusive remedy is to discontinue using the Site and the products, services and/or materials.

The Site is continually under development and Margaret Romero makes no warranty of any kind, implied or express, as to its accuracy, completeness or appropriateness for any purpose.

Content Relating to Health & Wellness On The Site

The Site offers health, wellness, fitness and nutritional information and is designed for educational purposes only. You should not rely on any information as a substitute for, nor does it replace professional medical advice, diagnosis or treatment. If you have any concerns or questions about your health, you should always consult with a physician or other licensed health-care professional. Do not disregard, avoid or delay obtaining medical or health-related advice from your licensed health-care professional because of something you may have read on this Site. The use of and reliance upon any information provided on this Site is solely at your own risk.

Nothing stated or posted on this Site or available through any services are intended to be, and must not be taken to be, the practice of medical or counseling care. For purposes of this Agreement, the practice of medical or counseling includes, without limitation, psychiatry, psychology, psychotherapy or providing health care treatment, instructions, diagnosis, prognosis or advice.

Termination

We may deny, cancel or terminate your right to use the Site or any part of the Site at any time without notice. In the event of denial, cancellation or termination, you are no longer authorized to access the part of the Site affected by such denial, cancellation or termination. The restrictions imposed on you with respect to material downloaded from the Site, and the disclaimers and limitations of liabilities set forth in these Terms of Service, shall survive any denial, cancellation or termination of the Program or this Agreement.

Refund Policy

Unless otherwise provided, there will be no right to any refund or reimbursement, either in whole or pro rata, of any fee, costs or expense paid to Margaret Romero.

Digital Millennium Copyright Act

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under state and federal copyright laws. If you believe in good faith that materials posted or displayed by Margaret Romero infringe your copyright, you or your agent shall provide written notice of same to Margaret Romero supporting your contention that the materials are protected and requesting that same be removed or access be blocked. Any notification by a copyright owner or a person authorized to act on said owner's behalf that fails to comply with requirements of the DMCA shall not be considered sufficient notice and shall not be deemed to confer upon Margaret Romero's actual knowledge of facts or circumstances from which infringing material or acts are evident. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send to Margaret Romero a counter-notice. All notices and counter notices must meet the

then current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright> for details. Margaret Romero's Copyright Agent for notice shall be Margaret Romero.

Assignment

This Agreement shall be binding upon and inure to the benefit of Margaret Romero and our respective assigns, successors, heirs and legal representatives. Margaret Romero shall be permitted to assign these Terms of Service and all rights and obligations hereunder to any subsidiary, affiliate or successor entity and by agreeing to these Terms of Service, you consent and agree to any such assignment. Subject to the foregoing, these Terms of Service may not be assigned by you to anybody without the prior written consent of Margaret Romero.

Dispute Resolution

These Terms of Service shall be governed by and construed in accordance with the laws of the State of New York and any dispute shall be subject to binding arbitration in accordance with the rules and procedures of the American Arbitration Association in New York, New York applying New York law. If any provision of these Terms of Service shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Service and shall not affect the validity and enforceability of any remaining provisions.

Class Action Waiver

You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, collective or representative action and you expressly waive your right to be a member or otherwise participate in any class action or collective action lawsuit, class arbitration or private attorney general action.

Should any dispute between you and Margaret Romero be referred to arbitration under this Terms of Service Agreement, the arbitrator or arbitration panel may not consolidate more than one person's claims and the arbitrator or arbitration panel may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action or private attorney general action) unless all relevant parties specifically agree in writing.

Severability

If any clause within these Terms of Service (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from these Terms of Service, and the remainder of these Terms of Service will be given full force and effect.