

DEMARTINI INSTITUTE

1. General

These General Terms and Conditions of Use ("Terms") are entered into by and between you and The Demartini Institute ("DI"). This Agreement governs the relationship between DI and you, our site visitor ("you" or "your"), with respect to your use of the Internet site (the "DI Site") and your purchase of any services from the DI Site. By visiting or using the DI Site, including without limitation to (i) accessing, using and/or downloading Information, (ii) sending messages, information, data, text, software or images, or other Information to the DI Site, or (iii) otherwise using, accessing or purchasing any Services, you agree to accept and abide by this Agreement. In consideration of your use of and access to the DI Site (and the promises and obligations herein, and intending to be legally bound), you and DI hereby agree as follows: Your access to and use of the DI Site is subject to these Terms, as well as any modifications issued by DI to these Terms, and all applicable laws and regulations. **By using the DI Site, you agree to and will be deemed to be bound by these terms.** If you do not want to be bound by these Terms, do not use the DI Site. Among other things, DI provides information concerning various products and services and the opportunity to obtain additional information concerning those products and services or to purchase them.

The information available on or through use of the DI Site, including but not limited to data, text, articles, content, software, images, graphics, photographs, audio and video clips, links and references and other materials (collectively, the "Information") is provided for informational purposes only. The Information is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of a qualified medical professional with any questions you may have regarding an your medical condition. Do not disregard professional medical advice or delay in seeking it because of Information on the DI Site. Reliance on any Information is solely at your own risk.

2. Changes in Terms

DI shall have the right at any time and without prior notice, at its sole discretion, to revise these Terms or to impose new terms and conditions with respect to access to or use of the DI Site. Such revisions and additions shall be effective immediately upon notice thereof, which may be given by any means, including but not limited to, posting the revised or additional terms and conditions on the DI Site. You are responsible for reviewing the Terms periodically for any modification to this Agreement that may affect your rights or obligations hereunder. You agree that you shall be deemed to be apprised of and bound by any modification by DI to these Terms. **Any access or use of the DI Site by you after notice of revisions or additions to these terms shall constitute and be deemed to be your agreement to such revisions or additions.** No modification to these Terms by any party other than DI shall be valid or enforceable against DI unless expressly agreed to by DI in a writing signed by a duly authorized officer of DI.

3. Termination

These Terms are effective until terminated by DI. DI may terminate these Terms without notice and at any time. In the event of termination, you are no longer authorized to access the DI Site and the restrictions imposed on you with respect to the Content, and the disclaimers, indemnities, and limitations of liabilities set forth in these Terms shall survive termination. DI shall also have the right without notice and at any time to terminate the DI Site or any portion thereof, or any products or services offered through DI or the DI Site, or to terminate any individual's right to access or use the DI Site or any portion thereof.

4. Compliance with Laws

You agree to comply with all applicable international laws, statutes, ordinances and regulations regarding your use of the DI Site and your purchase of the items on the DI Site.

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5. Content

The text, images, photographs, graphics, logos, illustrations, descriptions, data, and other material provided on the DI Site, as well as the selection, assembly and arrangement thereof, are referred to collectively as the "Content." The Content may contain errors, omissions, or typographical errors or may be out of date. DI may change, delete, or update any Content at any time and without prior notice. The Content is provided for informational purposes only and is not binding on DI in any way except to the extent it is specifically indicated to be so. Unless otherwise noted, all Content is protected by copyright, trademark, common law and other proprietary rights that are owned by DI or by third parties that have licensed their use to DI. You may view and use the Content only for your personal information and for shopping and ordering on the DI Site, and for no other purpose. You must retain all trademark, copyright and other proprietary notices on downloaded or printed Information, and any such downloads or copies are subject to the Terms of this Agreement and shall remain the property of DI and/or its licensors and/or suppliers. Except as provided in the foregoing, DI does not grant to you or any person any right to use, reproduce, copy, modify, transmit, display, publish, sell, license, create derivative works, publicly perform, or distribute by any means, method, or process whatsoever, now known or hereafter developed, any of the Content on or transmitted through the DI Site, including without limitation by transferring, downloading or otherwise copying any Content onto any disk drive or other storage medium. Any use of the Content, except as specifically permitted in these Terms or as otherwise expressly permitted in the Content or in writing signed by DI, is strictly prohibited. You acknowledge that you do not acquire any ownership rights by using the DI Site or any services or Information. Nothing contained on the DI Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of DI's and/or its licensors', suppliers' or third party owners of trademarks or copyrights without the express written permission of DI, our licensors or suppliers, or the third party owner of any such trademark and/or copyright.

6. Creating An Account

6.1 In order to use some of the features or functionality offered at the DI Site or to access some areas of the DI Site, you may need to create an account with DI. If and when you create an account with DI, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by our registration form (including your date of birth and e-mail address) and (b) maintain and update your information (including your e-mail address) to keep it accurate, current and complete. You acknowledge that if any information provided by you is untrue, inaccurate, not current or incomplete, we reserve the right to terminate this Agreement and your use of the DI Site, services and/or Information. You understand that any information you provide will be treated by DI in the manner described in our Privacy Policy, which can be found below.

6.2 As part of the process of creating an account, you will be asked to select a username and password. We may refuse to grant you a username that impersonates someone else, is or may be illegal, is or may be protected by trademark or other proprietary rights law, is disrespectful, vulgar or otherwise offensive, or may cause confusion, as determined by us in our sole discretion. You will be responsible for the confidentiality and use of your password and for all activities that are conducted through your account. You agree not to transfer or resell your use of or access to the DI Site to any third party. If you have reason to believe that your account with us is no longer secure, you must immediately notify us by emailing us at Clarissa@drdemartini.co.za.

7. Third Party Links

The DI Site contains links to other web sites for your convenience. DI has not fully reviewed the web sites that are linked to the DI and does not control such sites or their content. Your use of linked websites is subject to the privacy practices and terms of use established by the specific linked site, and DI disclaims all liability associated therewith. The presence of such third party links does not indicate any approval or endorsement by DI of any linked web site or any material contained within the third party linked web site, and we disclaim any such approval or endorsement.

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8. Code of Conduct

You agree not to:

8.1 Engage in spamming or phishing attacks;

8.2 Transmit (a) any content or information that is unlawful, fraudulent, deceptive, threatening, abusive, vulgar, derogatory, sexist, racist, hateful, harassing, libelous, defamatory, obscene, indecent, pornographic, sexually explicit, blasphemous, harmful, invasive of the privacy rights of others, or otherwise objectionable, or infringes our or any third party's intellectual property or other rights; (b) any material, non-public information about companies without the authorization to do so; (c) any trade secret of any third party; or (d) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication;

8.3 Restrict or inhibit any other visitor from using the DI, including, without limitation, by means of "hacking" or defacing any portion of the DI Site;

8.4 Express or imply that any statements you make are endorsed by us, without our prior written consent;

8.5 Upload any Materials (as defined below) that contains any virus, worm or other files, scripts or programs designed to damage or allow unauthorized access to the service or the DI Site;

8.6 Remove any copyright, trademark or other proprietary rights notices contained in or on the Information, the DI Site or services;

8.7 Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the DI Site or Information;

8.8 Use the DI Site, Information or Services in any manner that is unlawful, including accessing the DI Site, Services and/or Information from any location where such access may be illegal or otherwise prohibited;

8.9 "Frame" or "mirror" any part of the DI Site without our prior written authorization;

8.10 Use any spider, site search/retrieval application, robot or other manual or automatic device or process to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the DI Site or its contents;

8.11 Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Materials; and/or

8.12 Harvest or collect information about the DI Site visitors or members without their express consent.

9. Purchases

9.1 If you wish to purchase products or services described on the DI Site, you will be asked by us or the third party vendor to supply certain information applicable to your purchase, including, without limitation, credit card and other information. You understand that any such information will be treated by us in the manner described in our Privacy Policy. You agree that all information that you provide to us or such third party vendor will be true, accurate, current and complete.

9.2 You agree to pay all fees and charges incurred by you or any users of your account and credit card (or other applicable payment mechanism) at the price(s) in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to your purchases.

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9.3 All amounts appearing on the DI Site are quoted in U.S. dollars. DI will add shipping and handling fees and applicable sales/use tax. Payments must be made using a valid credit card. Credit card payments are processed on by DI. DI reserves the right, without prior notice, to discontinue or change specifications and prices on products and services offered on the DI Site without incurring any obligation to you. Products displayed on the DI Site are available while supplies last. The receipt by you of an order confirmation does not constitute DI's acceptance of an order. Prior to DI's acceptance of an order, verification of information may be required. DI reserves the right at any time after receipt of your order to accept or decline your order, or any portion thereof, even after your receipt of an order confirmation from DI, for any reason. DI reserves the right to limit the order quantity on any item and to refuse service to any customer without prior notification.

9.4 We reserve the right, without prior notification, to change our Shipping and Return policies at any time.

10. Copyright Infringement Claims

Pursuant to the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) ("DMCA"), DI has designated to the U.S. Copyright Office an agent to receive notifications of claimed copyright infringement relating to the DI Site (the "Designated Agent"). All such notifications relating to the DI Site must be submitted in a manner consistent with the DMCA to the following Designated Agent:

Service Provider: The Demartini Institute

Agent Designated to Receive Notification of Claimed Infringement"

Karen J. Bernstein, Esquire
Law Offices of Karen J. Bernstein, LLC
100 Park Avenue, Suite 1600
New York, New York 10017
Tel: (212) 339-9955
Fax: (212) 339-0046
E-Mail: Questions@karenbernsteinlaw.com

11. Limitation on use of the DI Site

11.1 We have no obligation to monitor the DI Site or any postings or other materials (such as streaming video) that you or other third parties transmit or post on the DI Site (the "Materials"). You acknowledge and agree that we have the right (but not the obligation) to monitor the DI Site and the Materials you transmit or post; to alter or remove any such Materials; to disclose such Materials and the circumstances surrounding their transmission to any third party in order to operate the DI Site properly; to protect ourselves, our sponsors and our members and visitors; and to comply with legal obligations or governmental requests. The information and opinions posted in the Materials on the DI Site are not necessarily those of DI or its affiliates, and DI makes no representations or warranties regarding such posted Materials. We neither endorse nor are responsible for messages or statements, or for any opinion, advice, information or other utterance made or displayed on the DI Site or forums by third parties, whether such third parties are visitors to the DI Site, members of the DI Site or others. We are not responsible for any errors or omissions in articles or postings, for hyperlinks embedded in messages, Materials or for any results obtained from the use of such information. Under no circumstances will we or our suppliers or agents be liable for any loss or damage caused by your reliance on such information obtained from the Materials through the DI Site.

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11.2 You represent and warrant to DI that (a) the Materials do not and will not infringe any rights of any third party(ies), and that the Materials do not and will not libel, defame, or invade the rights (including, without limitation, the right of privacy or publicity) of any third party(ies); (b) all obligations relating to the Materials have been satisfied, including, without limitation, those with and relating to artists and personnel, licenses, and laboratory and other contracts; (c) you have the right to enter into this Agreement and to grant the rights granted or agreed to be granted hereunder; and (d) you have made all necessary payments (and no additional payments are required to be made) to any and all guilds, unions, performing rights societies, bodies and/or groups representing actors, writers, directors, composers, musicians, artists, and other persons who participated in the production of the Materials.

11.3 Grant a non-exclusive license to DI with regard to the Materials he/she has submitted for the term of his/her copyright, and that the Materials be used by DI as it may determine and at its sole discretion. DI reserves the royalty-free right to sub-license, reproduce, disclose, transmit, publish, broadcast and distribute electronically any such Material including but not limited to education, publicity and promotion.

12. Disclaimers

12.1 To the fullest extent permissible under applicable law:

(a) The Site (including all information) and the Services are provided "as is" and without warranties of any kind, either express or implied; and (b) DI and its affiliates, agents, service providers, employees, officers, directors, consultants, representatives, licensors, suppliers, advertisers, sponsors, successors and assigns (collectively, "DI's Representatives") disclaim all warranties, express or implied, including, without limitation, the implied warranties of title, non-infringement accuracy, completeness, merchantability, quality, and fitness for a particular purpose, any warranties that may arise from course of dealing, course of performance or usage of trade, and any warranties that the information and DI Site is current and/or up-to-date. DI and DI's Representatives do not warrant that the information, DI Site or Services, nor your use of the foregoing, will be complete, accurate, current, reliable, uninterrupted, error-free or secure, nor that defects will be corrected, nor that the DI Site or the server(s) on which the DI Site is hosted are free of viruses or other harmful components. You acknowledge that you are responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed to access and use the DI Site, and all charges related thereto. You assume all responsibility and risk for your use of the DI Site and/or Services and/or Information and your information and your reliance thereon. No opinion, advice or statement of DI or any of DI's Representatives, whether made on or in connection with the DI Site or Service or Information shall create any warranty.

12.2 Some states and provinces do not allow the disclaimer of implied warranties of merchantability and fitness for a particular purpose, so the above disclaimers or exclusions may not apply to you. In the event that applicable law imposes implied warranties on the services or Information notwithstanding the foregoing, such implied warranties shall not have a duration greater than one year from the relevant purchase or access date; shall terminate automatically at the end of such period; and shall be disclaimed and excluded to the fullest extent permitted by law. You may also have other rights under applicable law which vary from state to state.

12.3 DI and DI's Representative are under no obligation to verify the identity of users of DI's Site, Services, and/or Information. DI and DI's Representatives do not control the materials posted or submitted to the DI Site and/or the services by persons other than themselves and do not monitor, screen, police or edit those materials for compliance with applicable laws or these Terms and Conditions. You may find some of the materials posted by other users to be offensive, harmful, inaccurate or deceptive. You should use caution and common sense when using the DI Site.

12.4 Through your use of the DI Site, Services and/or Information, you may have the opportunity to engage in commercial transactions with third parties. All such transactions are at your own risk. DI's Representatives are not parties to any such transactions and disclaim all liability regarding all such transactions.

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14. Limitation of Liability.

Notwithstanding the failure of essential purpose of any limited remedy of any kind, neither DI nor any of DI's Representatives, nor their directors, officers, employees, consultants or other representatives, are responsible or liable for any indirect, incidental, consequential, special, exemplary, punitive or other damages or liabilities under any contract, negligence, strict liability or other theory arising out of or relating in any manner to the DI Site, Information, Services and/or any linked site, whether or not we have been informed of the possibility of such damages or liabilities. Your sole remedy with respect to this Site, the Information, Services, or any linked site is to stop using the DI Site, Service, or linked site. DI's sole and exclusive maximum liability to you for all damages, losses, cause of action, whether in contract, tort (including, without limitation, negligence) or otherwise arising out of or relating in any manner to the Site, shall be the amount paid by you for use of the Site, Information and/or Services. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

13. Indemnification

You agree to fully indemnify, defend and hold DI, any of DI's representatives, and their directors, officers, employees, consultants and other representatives, harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees) and other expenses that arise directly or indirectly out of or from (a) your breach of this Agreement, (b) any allegation that any Materials you transmit to the DI Site infringe or otherwise violate the copyright, patent, trademark, trade secret or other intellectual property or other rights of any third party, and/or (c) your activities in connection with the DI Site.

14. Ability to Contract

You affirm that you are at least eighteen (18) years of age and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement. If you are under eighteen (18) years of age, then you must obtain permission from a parent or guardian before accessing the DI Site.

15. Miscellaneous

This Agreement is governed by and construed in accordance with the laws of the State of Texas, United States of America, without giving effect to any principles of conflicts of laws. You agree to submit to the exclusive jurisdiction of any State or Federal court located in the City of Houston, County of Harris, State of Texas, United States of America, and waive any jurisdictional, venue or inconvenient forum objections to such courts. All disputes shall be resolved in the English language. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire Agreement between us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral Agreements between us with respect to such subject matter. This Agreement or any right, obligation or remedy hereunder is not assignable, transferable, delegatable or sublicensable by you except with DI's prior written consent, and any attempted assignment, transfer, delegation or sublicense shall be null and void. DI may assign, transfer or delegate this Agreement or any right or obligation or remedy hereunder in its sole discretion. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained in this Agreement is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof, and the singular shall include the plural and the plural the singular. You hereby acknowledge that you have carefully read all of the terms and conditions of DI's Privacy Policy, which can be accessed below, and agree to all such terms and conditions.

Should you have any questions, comments or complaints regarding this Agreement or the DI Site, please contact us at:

The Demartini Institute

2800 Post Oak Boulevard, Suite 5250
Houston, Texas 77056

Or email us at: clarissa@drdemartini.com

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PRIVACY POLICY

The Demartini Institute shares your concerns about privacy while using the Demartini websites found at www.drdemartini.com and its related websites (the "DI Site"). Accordingly, we want you to understand what types of information we are collecting and what may happen to that information. This Privacy Policy is incorporated into and is subject to the Demartini Institute Terms and Conditions. Your use of the DI Site and any personal information you provide on the DI Site remains subject to the terms of this Privacy Policy and our Terms and Conditions.

COLLECTION OF INFORMATION

Information is collected from our users at several different points during your visit to the DI Site.

- **Registration.** To use some resources available on the DI Site, a user must complete our registration process. During registration, a user is required to provide certain categories of information, which may include a name, address, e-mail address, and a password.
- **Optional Information.** At various other points during your visit to the DI Site, you may be asked to provide information about yourself. For example, you may wish to receive Dr. Demartini's newsletters. The use of other services which require the input of additional information is completely voluntary on your part, and you have the choice about whether to disclose the information necessary to use these features of our site.
- **Passive Collection of Information.** In addition to the information which you actively provide to DI by methods such as completing the registration form, DI collects information about how you interact with our site. DI collects passive information for purposes such as testing and improving a user's experience at the DI Site and the compilation of broad aggregate demographic data and related usage information for internal purposes and for disclosure to third parties such as advertisers and content partners. The types of passive information collected by this site include, without limitation, your IP address, which type of browser you are using, where you go on our site, and how long you stay on any part of our site.
- **Cookies.** When you visit the DI Site, we may send one or more cookies - a small text file containing a string of alphanumeric characters - to your computer that uniquely identifies your browser. We use only "session" cookies; this means we store the cookie on your computer only during each visit to our web site. "Session" cookies are used by our software for load management and database access. NO personal information is contained in these cookies. After you turn off your computer or stop using the Internet, the cookie is erased and nothing will be remembered the next time you visit our web site. You can reset your web browser to refuse all cookies or to indicate when a cookie is being sent. However, some features of the DI Site may not function properly if the ability to accept cookies is disabled.
- **Children Under Age 13.** You must be at least thirteen (13) years old in order to use the DI Site and enter personal information. If you are under 13 years of age, please do not send any information about yourself, including your name, address or e-mail address. If we discover that we have collected any personally-identifying information from a child under the age of 13, we will remove that information from our database as soon as possible.
- **Ages 13-18.**

Visitors to the DI Site between the ages of thirteen (13) and eighteen (18) must obtain permission from a parent or guardian before sending any personally-identifying information. Unless otherwise specified, you must be at least 18 years old in order to use and register with the DI Site.

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COLLECTION OF INFORMATION

DI utilizes passive information to learn more about how you interact with our site. This passive information may be combined with your other information for purposes such as testing and improving your experience at our site and the compilation of broad aggregate demographic data and related usage information for internal purposes and for disclosure to third parties such as advertisers and content partners. This aggregate passive information does not contain any personal information which can identify any individual user.

DI may use your contact information periodically in order to send you e-mail regarding updates at the DI Site and to alert you or remind you of happenings on the Site. The frequency of these messages will vary depending upon various factors.

DI will not knowingly sell, share, rent or otherwise transfer your information other than in accordance with the terms set forth in this Privacy Policy. DI does not share any information that can be tied to you without your permission. If you give your permission to allow third parties to contact you, personal information about you (such as your contact information and other information collected during your visit to the DI Site) may be shared with builders, product manufacturers, data aggregators, marketers, and other organizations. Regardless of your decision regarding the sharing of your personal information, we may share broad aggregate demographic data and related usage information with our business partners. This aggregate information does not contain any personal information which can identify any individual user.

From time to time, DI may decide that it is more efficient to use third parties to perform specific services, such as sending communications to DI's users. If we use a third party to provide specific services (such as sending communications to our users on our behalf), then information (such as contact information) may be shared with that party to the extent necessary for the third party to provide these services. These third party service providers are only allowed to use personally identifiable information for the purpose of providing the specific services requested by DI. The third party services covered by this paragraph do not include links to third party sites found on our site, which are governed by a more specific provision below.

While DI strives to protect the personal information of our users, DI will release personal information if required by law or in the good-faith belief that such action is necessary or appropriate.

SECURITY

DI has security measures in place to help protect against the loss, misuse and/or unauthorized alteration of the information under our control. You are the only user authorized to update your profile, unless you provide your password information to another party.

DI helps protect personally identifiable information by utilizing both online and offline security methods, including firewalls, passwords and restricted physical access to the places where your information is stored. Our staff is trained to comply with our security procedures, and our security procedures are regularly reviewed and revised, if necessary, by the Privacy team at DI.

If you have any questions about security issues at our site, please use our contact form and we will try to answer your questions.

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OTHER PROVISIONS

- The DI Site is hosted in the United States and is intended for and directed to Users worldwide. If you are a User accessing the DI Site from the European Union, Asia, or any other region with laws or regulations governing personal data collection, use, and disclosure, that differ from United States laws, please be advised that through your continued use of the DI Site, which is governed by U.S. law, this Privacy Notice, and our Terms of Use, you are transferring your personal information to the United States and you consent to that transfer.
- Your use of this site indicates an acceptance of the terms of the Privacy Policy. DI reserves the right to update or amend this Privacy Policy at any time.
- In the event that DI sells, assigns or transfers some or all of its business to a successor or acquirer, DI may sell, assign or transfer all of your information, regardless of your opt status, to such successor or acquirer.
- This site contains links to other sites. Please be aware that DI does not exercise control over the information, products, services or policies of third party companies accessible through our site. We encourage our users to be aware when they leave our site and to read the privacy policies of each and every third party site. This Privacy Policy applies solely to the information collected by this site.

Your privacy is important to DI. If you have questions about any of the provisions described above, please e-mail us at Clarissa@DrDemartini.co.za.