

TERMS AND CONDITIONS

The following terms and conditions govern your use of the www.Dialere.com (the “Site”), as well as all services related to the Site (the “Services” or “Software Application Services”). The operator of this website is Dialere, LLC (the “Company,” “us,” “our,” or “we”). This Agreement is a legal document that binds a registered user (the “User”, “you” or “your”) to certain obligations. You should read this agreement carefully before accepting its terms. You understand and agree that the Services” are provided to Users exclusively under this Agreement by the Company. By clicking the “Agree” button, you are stating that you are 18 years or older, that you have read and understand this Agreement, that you agree to be bound by the terms in effect and as updated by Company from time to time.

BY CLICKING THE ACCEPTANCE BUTTON OR ACCESSING, USING OR INSTALLING ANY PART OF THE SERVICE, USER EXPRESSLY AGREES TO AND CONSENTS TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF USER DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THE BUTTON INDICATING NON-ACCEPTANCE MUST BE SELECTED, COMPANY WILL PROMPTLY CANCEL THIS TRANSACTION AND USER MAY NOT ACCESS, USE OR INSTALL ANY PART OF THE SERVICE.

If you have any questions regarding the meaning or application of this Agreement, please direct your questions to:

DIALERE, LLC
304 S Jones Blvd #2209
Las Vegas NV 89107
admin@dialere.com

Services

The Site provides Services, which are an assessment of nutritional balance using proprietary software and the data that you provide. The Services are not health care services and Dialere is not a health care provider. The Services are not intended as a substitute for professional medical advice, diagnosis, or treatment. Always seek professional medical advice from your physician or other qualified health care provider with any questions you may have regarding a medical condition. The Services are not intended to diagnose, treat or cure any disease.

Access to the Web Site and Software

This Agreement grants you a limited, revocable, nonexclusive license to access the Site and the Services for your own personal non-commercial use so long as you have met all payments and other obligations. The Dialere programs are intended for personal use only.

Commercial use is strictly prohibited. You may not assign, transfer or sub-license your rights to a third party, and this license does not extend to any collection, aggregation, copying, duplication, display or derivative use of the Site nor any use of data mining or similar data gathering and extraction tools for any purpose unless expressly permitted by Dialere. A limited exception is provided to general purpose internet search engines and non-commercial public archives that use such tools to gather information for the sole purpose of displaying hyperlinks to this Site, provided they each do so from a stable IP address or range of IP addresses using an easily identifiable agent.

Some of the Content on this Website and in the Apps may not be appropriate for children. CHILDREN UNDER THE AGE OF 13 ARE NOT PERMITTED TO USE THIS WEBSITE AND THE APPS. We strongly recommend that children between the ages of 13 and 18 ask for their parent's or guardian's permission before viewing this Website or the Apps. INDIVIDUALS UNDER THE AGE OF 18 ARE NOT PERMITTED TO SUBSCRIBE.

From time to time the Site may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Company may undertake from time to time; or (iii) causes beyond the control of Company or which are not reasonably foreseeable by site maintenance.

Dialere.com Account

In order to use the Service, you will need to create a Dialere account. Once you create an account, you will be a Registered User. When creating your account, you must provide accurate and complete information, including your legal name, address, email address and applicable billing information (e.g., credit card number and expiration date), and to allow us to share your Membership Data with third parties for the purpose of verifying the information you provide and billing your credit card or otherwise charging your account. You agree to maintain and promptly update the Membership Data and any other information you provide to us. In the event we cannot charge your account, we reserve the right to terminate your membership.

Without limiting any other provision of this Agreement, if you provide any information that is untrue, inaccurate, or incomplete, or we have reasonable grounds to suspect that such is the case, we reserve the right to suspend or terminate your membership, and if applicable, your user account, and refuse any and all current or future use and/or access by you of the Website and/or Apps (or any portion thereof).

You are solely responsible for the activity that occurs on your account, whether expressly authorized by you or not. You are responsible for keeping your account password secure. You may change your password at any time by updating your Account Profile. In addition, you agree to immediately notify Dialere of any unauthorized use of your password or account or any other breach of security. Dialere cannot and will not be liable for any loss or damage arising from your failure to comply with this Section or to secure your account and password, including but not limited to selecting a password that is easily compromised. You are not allowed to use another user's account without that

user's permission. Unless previously notified otherwise, we will assume that anyone visiting our Site with a correct account and password combination is an authorized user of that account.

By registering with Dialere, you represent that you are of legal age and capacity to enter into a binding contract and are not a person barred by any laws from using the Site. You agree to provide true, accurate, current and complete information about yourself in all required fields of the registration forms. If any of your information changes, you agree to update your registration information as soon as possible. If we have reason to suspect that your registration information is not complete, current, or accurate, or that you have otherwise violated this Agreement, your account will be subject to suspension or termination, in our sole discretion, and you may be barred from using the Service.

Membership

You may cancel your membership as set forth in the Account Settings. From time to time, we may have special, discounted multi-month recurring bill commitment plans with predetermined early termination fees in lieu of our standard cancellation policy. If you subscribe to such a plan and you decide to cancel at any time during the commitment plan period, you will be charged a pre-determined early termination fee as specified in the plan offer terms.

Fees and Payment Terms

On the service commencement date established when You create an account, User will pay the monthly recurring charges or other periodic charges and initial fixed or member fee, if applicable at the time ("Subscription Fee") as set forth on the Website or in the Apps. Thereafter, User will pay on a monthly or other periodic basis in advance for Services to be provided for such periods. You agree to pay, using a valid credit card (or other form of payment which we may accept from time to time), such fees, applicable taxes, and other charges and fees incurred in order to use or access your membership. We reserve the right to increase fees, or to institute new fees at any time, upon advance notice communicated to you through a posting on the Website, in the Apps, or such other means as we may deem appropriate (including email or conventional mail). In addition to the fees we charge you, you are responsible for all charges and fees associated with signing up for and using your membership, including without limitation, the Website and/or Apps.

After your payment for your initial billing period given at registration, we will automatically charge your credit card (or other account, if applicable) at the start of each renewal period set at each month anniversary from your registration, unless you have cancelled your membership before you are charged for the relevant renewal period. The renewal charge will be the same as the prior period's charge, unless we notify you at the time of sign-up or prior to the beginning of the renewal period as described above, or if you were previously signed up for a discount rate for which you are no longer eligible or a savings plan -- in which case your membership will automatically be renewed at our standard membership rates and for our standard period (usually monthly). If we offer you

the choice to purchase another available savings plan, and you wish to purchase such savings plan, you must sign up for another plan before you are charged for the next membership period.

Refund Policy

Subscription fees are non-refundable even if you discontinue your subscription before the period that you paid for has expired. **In such a circumstance, you will continue having access to your subscription until the end of the present billing cycle.** Dialere reserves the right to increase fees at any time with no advance notice.

If Dialere determines, in its sole discretion, that you have violated any provision of these Terms, it will terminate your membership. Subscription fees are non-refundable even if membership is terminated before the end of the paid-for term.

Modification of License/Terms and Conditions; Modification of Website

We reserve the right to change these Terms and Conditions at any time. We will announce any changes by posting a revised draft of these Terms and Conditions on the Site. You can determine when these Terms and Conditions were last revised by referring to the “Last Updated” information contained herein. By continuing to use the Site following such changes and in the renewal period following such changes, you will be deemed to have agreed to such changes. You agree to review these Terms and Conditions periodically to be aware of any such changes. Your use of certain services on the Site may be governed by additional rules, which will be available on the Site. By using any service you acknowledge that you have reviewed all rules for the service in question and agree to be bound by them.

We also reserve the right, at any time, to: change or discontinue any content or feature of the Site or any services or products made available through the Site without notice; modify and/or waive any fees charged in connection with the Site; and/or offer opportunities to some or all users of the Site. You agree that we will not be liable for any modification, suspension or discontinuance of the Site or of any service, content, feature or product offered through the Site. Your continued use of the Site after such changes will indicate your acceptance of such changes.

From time to time, in our sole and absolute discretion, without any notice or liability to you, we may change, move or delete portions or features of the Site, or we may add new areas or features to the Site. We may introduce a new service and the fees for that service are effective as of the date that service becomes available on the Site. Unless otherwise stated, all fees are quoted in U.S. dollars and you are responsible for paying all fees associated with using our service and the Site.

Site Conduct

The Site may be used for lawful purposes only. You may have the opportunity to post, transmit or otherwise make available information, opinions, ideas, images or other content on the Site. We reserve the right to remove any content posted on our site for any reason. Decisions as to whether content violates our standards will be made in our sole discretion after we have actual notice of such posting. Although we have adopted standards and conduct guidelines for the users' Communications (as described below), you understand that by using Communications, you may be exposed to Postings that are offensive or objectionable. Under no circumstances will we be liable in any way for any Postings (other than for Content developed by us), including, but not limited to, for any errors or omissions in any Postings, or for any loss or damage of any kind incurred as a result of the use of any Postings posted, emailed or otherwise transmitted to or through Communications. Without limiting our rights hereunder, we have attempted to provide guidelines to those posting on our site. When using the Site:

You may not post or transmit any material or content on or through the Site:

- that violates or infringes in any way upon the rights of others;
- that discloses private medical or personally identifying information of another person;
- that discloses confidential, proprietary information or trade secrets;
- that harms minors in any way or serves to solicit or otherwise attempt to gain any information from a minor;
- that disrupts the normal flow of dialogue or otherwise acts in a manner that negatively affects or otherwise diminishes the quality of another user's experience of communications;
- that solicits, encourages, or promotes the use of illegal substances or activities;
- which is unlawful, threatening, abusive, harassing, defamatory, libelous, blasphemous, derogatory, constitutes invasive of privacy or publicity rights, is fraudulent or tortuous, vulgar, obscene, pornographic, intimidating, profane, scandalous, , indecent, bigoted, hateful, or racially, ethnically or otherwise objectionable;
- that is protected by patent, copyright, trademark, trade secret or any other proprietary right;
- that impersonates any person or entity, including, but not limited to any user of communications, a director, officer, employee, shareholder, agent or representative of ours or any other person or entity, or falsely states or otherwise misrepresents your affiliation with us or any other person or entity;
- that expresses or implies that any statements you make are endorsed by us, without our prior written consent; or
- that gives rise to civil or criminal liability, encourages conduct that constitutes a criminal offense or otherwise violates any local, state, federal or international law.

You may not post or transmit on or through the Site:

- promotional materials relating to any other website or online service which is competitive with us and/or the Site;

- materials that infringe upon any patent, trademark, trade secret, copyright, right of privacy or publicity or other proprietary rights of any party;
- software or other materials that contain viruses or other programs harmful or disruptive to the Site or other websites;
- political campaign materials; chain letters; mass mailings; spam mail;
- materials that are not your own, or that you do not have a right to upload, post, email or otherwise transmit under any law or under contractual or fiduciary relationships (such as insider information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- any robot, spider, site search/retrieval application, 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 Site or its contents.

You may not:

- misrepresent who you are or impersonate another person;
- engage in any activity on the Site that restricts or inhibits any other user from using or enjoying the Site such as "hacking," "hijacking," "cracking," "spoofing," or defacing any portion of the Site;
- harvest or collect information about Site visitors or Registered Users without their express consent;
- use the Site to defame, abuse, stalk, threaten or otherwise violate the legal rights of others or for any fraudulent purpose;
- reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Site;
- create a database by systematically downloading and storing Site content;
- frame or mirror any part of the Site without our prior written consent;
- interfere with or disrupt the operation of the Site or the servers or networks used to make the Site available; or violate any requirements, procedures, policies or regulations of such networks.

User Comments, Feedback and other Submissions

By submitting, disclosing, posting, transmitting or uploading any files, messages or data or engaging in any other form of communication to or with the Site, you warrant and represent that you are the owner of those communications or that you have all rights necessary to submit, disclose, post, upload, transmit and otherwise use any such communications for your intended purpose. By posting information or content to the Site, you grant, and you represent and warrant that you have the right to grant, to Dialere an irrevocable, perpetual, fully-paid, worldwide non-exclusive license to use, copy, perform, display and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing.

We do not and cannot review all materials posted to the Site by users and we are not responsible for any such materials posted by users. However, we reserve the right at all times to disclose any information necessary to satisfy any law, regulation, government request or court order to edit, refuse to post or to remove information or materials in whole or in part, that are the subject of a complaint or a report of abuse or that in our sole discretion is objectionable or in violation of this Agreement or as otherwise required by law or court order.

Copyrights, Trademarks and other Intellectual Property Rights

All materials, including images, illustrations, designs, icons, photographs, text, software, graphics, videos, music and sound that are part of the Site are protected by U.S. and state patent and trademark laws, copyright laws, international treaties and other intellectual property laws. All copyrighted or trademarked material or other intellectual property used on the Site is owned by us or others who have given us permission to use their protected intellectual property. The Site as a whole is also protected by copyright law and is owned by us.

The materials on the Site, and the Site as a whole, are intended solely for your personal, noncommercial use. You may download or copy the downloadable materials displayed on the Site for your personal use only. No right, title or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works of, sell or participate in any sale of, or exploit in any way, in whole or in part, any of the intellectual property on the Site, the Site as a whole, or any related software without the prior written permission of Dialere or the owner of that intellectual property. Further, you may not frame any of the Site content, deep-link to the Site, trespass or scrape the Site with automated agents without prior written consent of Dialere.

If you believe any of the content on our Site infringes the intellectual property rights of another, you may send us a notice of alleged infringement that complies with the Digital Millennium Copyright Act. Please see our DMCA Notice for more information.

Limited Warranty/Disclaimer of Liability

THIS SITE, ITS CONTENTS, AND THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AS TO THE ACCURACY, AVAILABILITY, COMPLETENESS, RELIABILITY, TITLE, CURRENCY OR CONTENT OF ANY INFORMATION OR MATERIAL PROVIDED BY OR THROUGH THIS SITE, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOUR USE OF OUR SOFTWARE AND THE SITE IS AT YOUR SOLE RISK.

IN NO EVENT SHALL DIALERE, OR ANY PARENT, SUBSIDIARY, AFFILIATE, DIRECTOR, OFFICER, EMPLOYEE, LICENSOR, DISTRIBUTOR, SUPPLIER, AGENT, RESELLER, OWNER, SUCCESSOR-IN-INTEREST OR OPERATOR OF DIALERE, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SITE, (V) ANY VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT DIALERE SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR FOR ANY MEDICAL OR PERSONAL INJURY DAMAGES THAT YOU MAY SUFFER AS A RESULT OF YOUR RELIANCE ON INFORMATION PROVIDED ON THE SITE OR BY DIALERE.

Third-Party Content and Services Provided by Members

The Site may contain content supplied by parties other than Dialere. Any opinions, advice, judgments, statements or other information or content expressed or made available by such third parties, are those of the respective author(s) and not of Dialere. Dialere makes no guarantees as to the accuracy, completeness or usefulness of any content, or its merchantability or fitness for a particular purpose.

Dialere is not responsible for the actions or inactions of any users of the Site.

Indemnification

You agree to indemnify, defend and hold harmless Dialere and its directors, officers, employees, agents and shareholders, and defend any action brought against us or them with respect to any claim, demand, cause of action, debt or liability, including but not limited to reasonable costs and attorneys' fees, arising out of the use of our site, or the violation of any of the provisions of this Agreement, by you or anyone accessing our Site under your account.

Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada and by the federal laws of the United States, without reference to conflict of laws principles. You agree to the exclusive jurisdiction of the state and federal courts in Clark County, Nevada, to adjudicate any dispute arising out of or relating to this Agreement or your use of our Site. You also expressly consent to the personal jurisdiction of the state and federal courts in Clark County, Nevada, for any such action.

General Provisions

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be stricken from this Agreement and the remaining provisions shall be enforced. Our failure to act with respect to any breach of this Agreement by you is not a waiver of our right to act with respect to subsequent or similar breaches. You may not assign or transfer this Agreement or your rights hereunder, and any attempt to do so is void. Dialere shall not be liable for any delay or failure to perform resulting directly or indirectly from any causes beyond its control. You must comply with all applicable laws and regulations relating to your access to and use of the Site. This Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof and supersedes any prior understandings or agreements with respect to such subject matter.

Termination / Cancellation

Dialere may terminate your use of the Services and/or the Site, including without limitation, your account with the Site, at any time, in our sole discretion. Upon any such termination, your right to use the Services and/or the Site will immediately cease. You agree that any termination of your access to or use of the Service and/or the Site may be affected without prior notice.

Links to Other Sites

For your convenience, Dialere may provide links on the Site to websites that are not operated by Dialere. These links do not mean that Dialere endorses, approves or sponsors the linked sites or any information, products or services contained on those sites. Dialere is not liable for any damage that might result from your use of the information, products or services obtained. We do not control such web sites and are not responsible for their contents or operation. Your use of such web sites is entirely at your own risk.

No Agency

There is no agency, partnership, or joint venture relationship intended or created by this Agreement.

Digital Millennium Copyright Act Compliance Notice

Dialere will process notices of alleged infringement that it receives and will take appropriate actions as required by the Digital Millennium Copyright Act (the “DMCA”) and other applicable intellectual property laws.

To be effective, the notification must be in writing and contain the following information (DMCA, 17 U.S.C. §512(c)(3)):

1. Physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Dialere to locate the material;
4. Information reasonably sufficient to permit Dialere to contact the complaining party, such as an address, telephone number, and, if available, an email address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Binding Agreement

We reserve the right, in our sole discretion, to change, add or remove provisions of this Agreement at any time. You should check this Agreement periodically for changes. By using the Website, or Apps, including after any changes are posted to this Agreement or you are otherwise notified of such changes, you agree to this Agreement and accept those changes, whether or not you have reviewed them. If you do not agree to this Agreement, you should not use or access the Website, or Apps and you should cancel your membership.

Updates to Terms and Conditions

Terms and Conditions updated as March 2020.