

# TERMS AND CONDITIONS

Last updated May 01, 2021

We are NGU Wellness LLC, doing business as NGU Wellness ("Company," "we," "us," "our"), a company registered in Ohio, United States at 453 Patterson Rd. Suite A, Dayton, OH 45419. We operate the website [nguwellness.com](http://nguwellness.com) (the "Site"), as well as any other related products and services that refer or link to these terms (collectively, the "Services"). You can contact us by phone at 8886489355, email at [nguwellness@gmail.com](mailto:nguwellness@gmail.com), or by mail to 453 Patterson Rd. Suite A, Dayton, OH 45419, United States.

Supplemental terms and conditions or documents that may be posted on the Services from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms at any time and for any reason. We will alert you about any changes by updating the "Last updated" date of these Terms, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms by your continued use of the Services after the date such revised Terms are posted.

The Services are intended for users who are at least 13 years of age. All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Services. If you are a minor, you must have your parent or guardian read and agree to these Terms prior to you using the Services.

## OUR SERVICES

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services

from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

## INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the "Content"), as well as the trademarks, service marks, and logos contained therein (the "Marks").

Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties in the United States and around the world. The Content and Marks are provided in or through the Services "AS IS" for your personal, non-commercial use or internal business purpose only.

### Your use of our Services

Subject to your compliance with these Terms, including the "PROHIBITED ACTIVITIES" section below, we grant you a non-exclusive, non-transferable, revocable license to:

- access the Services; and
- download or print a copy of any portion of the Content to which you have properly gained access.

solely for your personal, non-commercial use or internal business purpose.

Except as set out in this section or elsewhere in our Terms, no part of the Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

If you wish to make any use of the Services, Content, or Marks other than as set out in this section or elsewhere in our Terms, please address your request to: [nguwellness@gmail.com](mailto:nguwellness@gmail.com). If we grant you the permission to post, reproduce, or publicly display any part of our Services or

Content, you must identify us as the owners or licensors of the Services, Content, or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our Content.

Any breach of these Intellectual Property Rights will constitute a material breach of our Terms and your right to use our Services will terminate immediately.

## USER REPRESENTATIONS

By using the Services, you represent and warrant that: (1) you have the legal capacity and you agree to comply with these Terms; (2) you are not under the age of 13; (3) you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Services; (4) you will not access the Services through automated or non-human means, whether through a bot, script or otherwise; (5) you will not use the Services for any illegal or unauthorized purpose; and (6) your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

## PROHIBITED ACTIVITIES

You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Services, you agree not to:

- Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.

- Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services.
- Use any information obtained from the Services in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Services in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of or linking to the Services.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
- Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.
- Copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider,

robot, cheat utility, scraper, or offline reader that accesses the Services, or use or launch any unauthorized script or other software.

- Use a buying agent or purchasing agent to make purchases on the Services.
- Make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use the Services as part of any effort to compete with us or otherwise use the Services and/or the Content for any revenue-generating endeavor or commercial enterprise.

## CONTRIBUTION LICENSE

You and Services agree that we may access, store, process, and use any information and personal data that you provide following the terms of the Privacy Policy and your choices.

By submitting suggestions or other feedback regarding the Services, you agree that we can use and share such feedback for any purpose without compensation to you.

## PRIVACY POLICY

We care about data privacy and security. Please review our Privacy Policy:

[https://www.nguwellness.com/\\_files/ugd/f541a7\\_aba9a64875774c60b77794d2d6e9a7bf.pdf](https://www.nguwellness.com/_files/ugd/f541a7_aba9a64875774c60b77794d2d6e9a7bf.pdf). By

using the Services, you agree to be bound by our Privacy Policy, which is incorporated into these Terms. Please be advised the Services are hosted in the United States. If you access the Services from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Services, you are transferring your data to the United States, and you expressly consent to have your data transferred to and processed in the United States.

Further, we do not knowingly accept, request, or solicit information from children or knowingly market to children. Therefore, in accordance with the U.S. Children's Online Privacy Protection Act, if we receive actual knowledge that anyone under the age of 13 has provided personal information to us without the requisite and verifiable parental consent, we will delete that information from the Services as quickly as is reasonably practical.

## MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Services. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services.

We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Terms will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

## GOVERNING LAW

These Terms and your use of the Services are governed by and construed in accordance with the laws of the State of Ohio applicable to agreements made and to be entirely performed within the State of Ohio, without regard to its conflict of law principles.

## CORRECTIONS

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

## Disclaimer

The Services Are Provided On An As-Is And As-Available Basis. You Agree That Your Use Of The Services Will Be At Your Sole Risk. To The Fullest Extent Permitted By Law, We Disclaim

All Warranties, Express Or Implied, In Connection With The Services And Your Use Thereof, Including, Without Limitation, The Implied Warranties Of Merchantability, Fitness For A Particular Purpose, And Non-Infringement. We Make No Warranties Or Representations About The Accuracy Or Completeness Of The Services' Content Or The Content Of Any Websites Or Mobile Applications Linked To The Services And We Will Assume No Liability Or Responsibility For Any (1) Errors, Mistakes, Or Inaccuracies Of Content And Materials, (2) Personal Injury Or Property Damage, Of Any Nature Whatsoever, Resulting From Your Access To And Use Of The Services, (3) Any Unauthorized Access To Or Use Of Our Secure Servers And/Or Any And All Personal Information And/Or Financial Information Stored Therein, (4) Any Interruption Or Cessation Of Transmission To Or From The Services, (5) Any Bugs, Viruses, Trojan Horses, Or The Like Which May Be Transmitted To Or Through The Services By Any Third Party, And/Or (6) Any Errors Or Omissions In Any Content And Materials Or For Any Loss Or Damage Of Any Kind Incurred As A Result Of The Use Of Any Content Posted, Transmitted, Or Otherwise Made Available Via The Services. We Do Not Warrant, Endorse, Guarantee, Or Assume Responsibility For Any Product Or Service Advertised Or Offered By A Third Party Through The Services, Any Hyperlinked Website, Or Any Website Or Mobile Application Featured In Any Banner Or Other Advertising, And We Will Not Be A Party To Or In Any Way Be Responsible For Monitoring Any Transaction Between You And Any Third-Party Providers Of Products Or Services. As With The Purchase Of A Product Or Service Through Any Medium Or In Any Environment, You Should Use Your Best Judgment And Exercise Caution Where Appropriate.

## USER DATA

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

## ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SERVICES. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

## CONTACT US

In order to receive further information regarding use of the Services, please contact us at:

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