

# GWI USER AGREEMENT

## GWI, LLC User Agreement

Welcome to the GWI ("GWI"). This User Agreement sets forth the "terms and conditions" which govern your use of our website (our "Site"). PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE. Your use of this Site is expressly conditioned on your acceptance of the following terms and conditions, which may be updated from time to time without prior notice to you. By using this Site, you acknowledge your assent to these terms and conditions. Your assent to this User Agreement and the terms and conditions contained herein constitute a legally binding contract between you and GWI. If you do not agree with any part of the following terms and conditions, you must not use this site.

**1. CHANGES TO THIS USER AGREEMENT.** We may modify this User Agreement from time to time. The most current version of this User Agreement will always be posted on our Site. You understand and agree that your access to or use of our Site is governed by the User Agreement in effect when you access or use of the Site. If we make changes to this User Agreement, we will notify you by posting a notice on the Site prior to the effective date of the changes. Your continued access to or use of our Site after the effective date of modifications to this User Agreement indicates your acceptance of the modifications.

**2. CONTENT AND OWNERSHIP OF CONTENT.** "Content" means text, graphics, images, logos, icons, location data, software, and other content. "Your Content" means Content that you submit to the Site. "User Content" means Content that users submit to the Site. "GWI Content" means Content that we have created and posted on the Site. "Third Party Content" means Content that originates from parties other than GWI or its users. "Site Content" means all of the Content on the Site.

You are responsible for Your Content and you assume all risks associated with Your Content. You represent that you own, or have the necessary permissions to use and authorize the use of Your Content as described herein. You may not imply that Your Content is in any way sponsored or endorsed by GWI.

You may be liable if it is determined that any of Your Content contains material that is false, intentionally misleading, or defamatory; violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; contains material that is unlawful, including illegal hate speech or pornography; exploits or otherwise harms minors; or violates or advocates the violation of any law or regulation.

We may use Your Content in a number of different ways, including publicly displaying it, reformatting it, incorporating it into advertisements and other works, creating derivative works from it, promoting it, distributing it, and allowing others to do the same in connection with their own websites and media platforms ("Other Media"). As such, you hereby irrevocably grant GWI world-wide, perpetual, non-exclusive, royalty-free, assignable, sublicensable, transferable rights to use Your Content for any purpose. Please note that you also irrevocably grant the users of the Site and any Other Media the right to access Your Content in connection with their

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use of the Site and any Other Media. Finally, you irrevocably waive, and cause to be waived, against GWI and its users any claims and assertions of moral rights or attribution with respect to Your Content. By "use" we mean use, copy, publicly perform and display, reproduce, distribute, modify, translate, remove, analyze, commercialize, and prepare derivative works of Your Content.

As between you and GWI, you own Your Content. We reserve the right to remove or edit Your Content at any time without notice to you.

We own the GWI Content, including but not limited to visual interfaces, interactive features, graphics, design, compilation, including, but not limited to, our compilation of User Content and other Site Content, computer code, products, software, aggregate user review ratings, and all other elements and components of the Site excluding Your Content, User Content and Third Party Content. We also own the copyrights, trademarks, service marks, trade names, and other intellectual and proprietary rights throughout the world ("IP Rights") associated with the GWI Content and the Site, which are protected by copyright, trade dress, patent, trademark laws and all other applicable intellectual and proprietary rights and laws. As such, you may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit any of the GWI Content in whole or in part except as expressly authorized by GWI. Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to the Site and the GWI Content are retained by us.

Except as set forth in paragraph 3 below, nothing contained in this User Agreement or elsewhere on the Site should be construed as granting any license or other right to use any GWI Content without the written permission of GWI or such other third party that may own the rights to such Content.

**3. LIMITED LICENSE.** By this User Agreement, and subject to the terms and conditions of this User Agreement, you are granted a limited, non-exclusive and non-transferable license to the extent necessary and required to use the software and documentation necessary to access, explore and otherwise use this Site.

**4. USE OF SITE.** You agree to use the Site consistent with this User Agreement. You represent that you are of sufficient legal age to use this Site and to create binding legal obligations for any liability you may incur as a result of the use of this Site. You understand that you are financially responsible for all uses of this Site by you and those using your login information.

You may not use our site: to purchase any product you cannot or do not intend to pay for; to post or transmit any unlawful, threatening, libelous, defamatory, obscene, indecent, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or would otherwise violate any law; to solicit information from minors; to transmit any virus, bug or other harmful item; in any manner that infringes the rights of others or violates their privacy or publicity rights; in violation of any copyright, trademark or other proprietary right, or any other applicable law; in any manner that is designed to interfere with the proper working of this site or any

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activity being conducted on this site; in any manner that imposes an unreasonable or disproportionately large load on this site's infrastructure; in connection with the use of any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search our site other than the search engine and search agents available from GWI and other than generally available third party web browsers; attempt to gain any unauthorized access to the Site or improperly access another party's user account through any means. You may not attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of this site. You shall be solely liable for any damages resulting from any infringement of copyright, trademark, or other proprietary right, or any other harm resulting from your use of this site.

5. **RESPONSIBILITY.** You are responsible for maintaining the confidentiality of your account information, your password and your login information. You agree to accept responsibility for all activities that occur under your account or password.

6. **PRIVACY.** You represent that you have read GWI's Privacy Policy, the terms of which are incorporated herein, and agree that the terms of such policy are reasonable. You consent to the use of your personal information by GWI and/or its third party providers, partners and affiliates in accordance with the terms of and for the purposes set forth in the Privacy Policy.

7. **EXCLUSION OF WARRANTY.** GWI (including its officers, directors, employees, agents and representatives) and any third party providers, partners and affiliates make no warranty of any kind regarding this site and/or any materials provided on this site, all of which are provided on an "as is" basis. GWI does not warrant that this site will operate error free. This site may contain inaccuracies or errors. GWI and any third party providers, partners and affiliates do not warrant the accuracy, completeness, currency or reliability of any of the content or data found on this site and such parties expressly disclaim all warranties and conditions, including implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement, and those arising by statute or otherwise in law or from a course of dealing or usage of trade. Neither GWI nor any third party providers, partners or affiliates warrant that this site, its servers or any e-mail sent from GWI or any third party providers, partners or affiliates are free of viruses or other harmful components. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific rights that vary from state to state.

8. **LIMITATION OF LIABILITY.** GWI (including its officers, directors, employees, agents, representatives and affiliates) assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing in this site or your downloading of any materials, data, text, images, video or audio from the site. In no event shall GWI (including its officers, directors, employees agents and representatives) or any third party providers, partners or affiliates be liable for any injury, loss, claim, cost, damage, or any special, exemplary, punitive, indirect, incidental or consequential damages of any kind (including, but not limited to lost

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profits or lost savings), whether based in contract, tort, strict liability, or otherwise, which arises out of or is in any way connected with (a) any use of this site or content found herein, (b) any failure or delay (including, but not limited to the use of or inability to use any component of this site for reservations or ticketing), or (c) the performance or non performance by GWI or any third party providers, partners or affiliates, even if such party has been advised of the possibility of damages to such parties or any other party. Under no circumstances shall GWI be liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical powers failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of god, war, acts of terrorism, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light or air conditioning.

If, notwithstanding the foregoing, GWI or any third party provider, partner or affiliate should be found liable for any loss or damage which arises out of or is in any way connected with any of the above described functions or uses of this site or its content, the liability of GWI and the third party providers, partners and affiliates shall in no event exceed US\$100.00. In its sole discretion, in addition to any other rights or remedies available to GWI and without any liability whatsoever, GWI at any time and without notice may terminate or restrict your access to any component of this site. Some states do not allow limitation of liability, so the foregoing limitation may not apply to you.

**9. INDEMNIFICATION.** You agree to and shall defend and indemnify and hold GWI and any third party providers, partners and affiliates, and their officers, directors, employees, representatives and agents harmless from and against any claims, causes of action, suits, proceedings, damages, costs and expenses, or other demand, including, without limitation, legal and accounting fees, brought by or on your behalf in excess of the liability described herein or by third parties as a result of, relating to, or arising from your use of this site, the use of your account by and other person or persons, or your breach of these terms and conditions.

**10. THIRD PARTY RIGHTS.** The provisions of paragraphs 7 (exclusion of warranty), 8 (limitation of liability) and 9 (indemnification) are for the benefit of GWI and its officers, directors, employees, agents, representatives, affiliates, third party providers and partners. Each of these individuals and entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

**11. LINKS.** This site may contain links to other websites that are provided solely as a convenience to you and not as an endorsement by GWI of the contents of such other websites. GWI is not responsible for the content of linked websites and do not make any representations regarding the accuracy or content of the materials on such linked Web sites. If you decide to access linked websites, you do so at your own risk.

**12. RELATIONSHIP.** The relationship between GWI and you will be that of independent contractors, and neither of us nor any of our respective officers, agents

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or employees will be held or construed to be partners, joint ventures, fiduciaries, employees or agents of the other.

**13. GOVERNING LAW.** These terms and conditions and their performance shall be governed by the laws of the state of Florida, United States of America, without regard to its provisions governing conflicts of law. You consent and submit yourself and your property to the exclusive jurisdiction of the state and federal courts located in Miami Dade county, the state of Florida, United States of America, in all questions and controversies arising out of your use of this site and these terms and conditions and waive any objection that you now or may hereafter have as to the venue of such action or proceeding. Use of this Site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including, without limitation, this paragraph.

**14. ATTORNEY'S FEES.** If GWI or its third party providers, partners or affiliates take any action to enforce this User Agreement and these terms and conditions, such parties will be entitled to recover from you, and you agree to pay, all reasonable and necessary attorney's fees and any cost of litigation, in addition to any other relief, at law or in equity, to which such parties may be entitled.

**15. INJUNCTIVE RELIEF.** You acknowledge that a violation or attempted violation of any of this User Agreement and these terms and conditions will cause such damage to GWI as will be irreparable, the exact amount of which would be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, you agree that GWI shall be entitled as a matter of right to an injunction issued by any court of competent jurisdiction, restraining such violation or attempted violation of these terms and conditions by you, or your affiliates, partners, or agents, as well as to recover from you any and all costs and expenses sustained or incurred by GWI in obtaining such an injunction, including, without limitation, reasonable attorney's fees. You agree that no bond or other security shall be required in connection with such injunction.

**16. TERMINATION.** GWI may terminate this User Agreement and these terms and conditions and/or the provision of any of the services at any time for any reason, including any improper use of this site or your failure to comply with these terms and conditions. Such termination shall not affect any right to relief to which GWI and its third party providers, partners and affiliates may be entitled, at law or in equity. Upon termination of this User Agreement and these terms and conditions, all rights granted to you will terminate and revert to GWI and its third party providers, partners or affiliates, as applicable.

**17. ASSIGNMENT.** You may not assign, convey, subcontract or delegate your rights, duties or obligations hereunder.

**18. ADDITIONAL TERMS.** Additional terms and conditions may apply to purchases of goods and services and other uses of portions of this Site, and you agree to abide by such other terms and conditions.

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19. **SEVERABILITY.** These terms and conditions shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

20. **HEADINGS.** The headings used in this User Agreement are included for convenience only and will not limit or otherwise affect the terms and conditions herein.

21. **ENTIRE AGREEMENT.** This User Agreement, together with any terms and conditions incorporated herein or referred to herein constitute the entire agreement between us relating to the subject matter hereof, and supersedes any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on this site.

Should you have any questions regarding this User Agreement, you may contact us at:

Global Wellness Institute, LLC  
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Miami, FL 33131  
United States of America

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This User Agreement is effective as of May 25, 2018.