

BENESSERE NORTH TERMS OF USE

These TERMS OF USE (these "Terms") were last revised and updated on June 9, 2024.

These Terms are agreed to between Benessere North and you or, if you are accessing or using the Offerings on behalf of another individual, organization, or entity ("Entity"), that Entity (in either case, "you" or "your").

In addition to any other terms you may agree to in connection with such Offerings, these Terms apply to: (1) all websites, mobile applications, or blogs (collectively "Sites") that link to these Terms and are provided by Benessere North, our programs; (3) all content and other materials available on the Sites, including, without limitation, the Benessere North logo and all designs, text, graphics, pictures, information, data, recipes, software, sound files, User Content (as defined below), other files and the selection and arrangement thereof (collectively "Content"); and (4) your participation in any Benessere North events ("Events"). In these Terms, we refer to the Sites, Products, Content, and Events collectively as the "Offerings."

THE TERMS CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND BENESSERE NORTH, PLEASE CAREFULLY READ THEM CAREFULLY BEFORE

ACCESSING OR USING ANY OFFERINGS. BY ACCESSING OR USING ANY OFFERINGS, OR BY CLICKING “I AGREE” TO THESE TERMS, YOU AGREE TO ENTER INTO AND BE BOUND BY THESE TERMS AND ALL OF THE TERMS INCORPORATED HEREIN BY REFERENCE. IF YOU ARE ENTERING INTO THESE TERMS ON BEHALF OF AN ENTITY, BY ACCESSING OR USING ANY OFFERING YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY TO THESE TERMS. IF YOU DO NOT AGREE TO THE TERMS, DO NOT HAVE SUCH AUTHORITY, OR DO NOT MEET THE QUALIFICATIONS INCLUDED IN THE TERMS, WE ARE NOT WILLING TO PROVIDE YOU WITH ACCESS TO OR USE OF ANY OFFERINGS AND YOU MUST NOT ACCESS OR USE ANY OFFERINGS.

THESE TERMS CONTAIN PROVISIONS THAT GOVERN HOW DISPUTES BETWEEN YOU AND BENESSERE NORTH ARE RESOLVED. IN PARTICULAR, THE ARBITRATION AGREEMENT IN SECTION 17 WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN YOU AND BENESSERE NORTH TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION, UNLESS YOU OPT OUT. IN ADDITION: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST US ON AN INDIVIDUAL BASIS, AND NOT IN ANY CLASS OR REPRESENTATIVE PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS.

These Terms do not alter in any way the terms or conditions of any other agreement you may have with us in respect of any Products, services or otherwise. Benessere North reserves the right to change or modify these Terms at any time and in our sole discretion. If we make changes to these Terms, we will provide notice of such changes, such as by sending an email notification, providing notice through the Sites, or updating the “last revised and updated” date at the beginning of these Terms. By continuing to access or use the Offerings, you confirm your acceptance of the revised Terms and all of the terms incorporated therein by reference. We

encourage you to review the Terms frequently to ensure that you understand the terms and conditions that apply when you access or use the Sites or place orders, receive, or use the Products. If you do not agree to the revised Terms, you may not access or use the Sites, or place orders, receive or use the Products or services that we offer.

1. Disclaimer: Changes in Your Diet

YOU SHOULD CONSULT WITH YOUR HEALTH CARE PROVIDER BEFORE YOU CHANGE YOUR DIET AND YOU SHOULD DISCUSS WITH HIM OR HER ANY MEDICATION YOU ARE TAKING TO MANAGE A CONDITION. TRANSITIONING TO A WHOLE-FOOD, PLANT-BASED DIET MAY RESULT, IN POSSIBLY A VERY SHORT TIME, IN IMPROVEMENT IN YOUR CONDITION FOR WHICH YOU ARE TAKING MEDICATION, AND YOUR DOCTOR MAY DECIDE TO ADJUST YOUR MEDICATIONS AND/OR DOSAGE. THIS IS NOT BECAUSE OF A PROBLEM WITH THE LIFESTYLE. IT IS BECAUSE YOUR HEALTH MAY IMPROVE AND AS A RESULT YOU MAY NEED A DIFFERENT DOSAGE THAN YOU ARE TAKING NOW. IT IS VERY IMPORTANT THAT YOU AND YOUR DOCTOR MONITOR THE SITUATION SO YOU TAKE ONLY THE AMOUNT OF MEDICATION YOU NEED.

BENESSERE NORTH SPECIFICALLY DISCLAIMS ALL RESPONSIBILITY FOR ANY LIABILITY, LOSS OR RISK, PERSONAL OR OTHERWISE, WHICH IS INCURRED AS A CONSEQUENCE, DIRECTLY OR INDIRECTLY, OF THE USE AND APPLICATION OF ANY OFFERINGS OR SERVICES, INCLUDING ANY INFORMATION ON THE SITES AND ANY CHANGE IN A SUBSCRIBER'S DIET.

2. Eligibility

The Sites are not targeted toward or intended for use by anyone under the age of 18. By using the Sites, you represent and warrant that you (a) are 18 years of age or older, (b) have not been previously suspended or removed from the Sites, or engaged in any activity that could result in

suspension or removal from the Sites, (c) do not have more than one Benessere North Account, and (d) have full power and authority to enter into these Terms, grant the rights and licenses described herein, and that doing so will not violate any other agreement to which you are a party.

3. Registration, Account and Communication Preferences

In order to access and use certain areas or features of the Sites, you will need to register for a Benessere North account (“Account”). Approval of your request to establish an Account will be at the sole discretion of Benessere North. Each Account and the user identification and password for each Account (the “Account ID”) is personal in nature. Each Account is for your personal use and each Account ID may be used only by you alone. You may not distribute or transfer your Account or Account ID or provide a third party with the right to access your Account or Account ID. You are solely responsible for all use of any Offerings through your Account. You will ensure the security and confidentiality of your Account ID and will notify us immediately if any Account ID is lost, stolen or otherwise compromised. Any transactions completed through your Account or under your Account ID will be deemed to have been lawfully completed by you.

In connection with establishing an Account, you may also be asked to submit certain information about yourself (“Account Information”). You agree that: (1) all Account Information you provide will be accurate, current, and complete; and (2) you will maintain and promptly update your Account Information to keep it accurate, current, and complete. You may not: (a) select or use an Account ID of another person with the intent to impersonate that person; and (b) use an Account ID that we, in our sole discretion, deem offensive.

By creating an Account, you also consent to receive electronic communications from Benessere North (e.g., via email or by posting notices to the Sites). These communications may include notices about your Account (e.g., payment authorizations, password changes and other transactional information) and are part of your relationship with us. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy

any legal communication requirements, including, but not limited to, that such communications be in writing. You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. We may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information we think will be of interest to you. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein.

4. Terms of Sale

4.1 Subscriptions; Cancellation Policy

Benessere North offers a Subscription plan for the membership. You may cancel your Subscription. **YOU ARE RESPONSIBLE FOR ALL SUBSCRIPTION PLAN CHARGES (IN ADDITION TO ANY APPLICABLE TAXES AND OTHER CHARGES) INCURRED BEFORE THE EFFECTIVE DATE OF YOUR CANCELLATION.**

In the event you cancel your Subscription, please note that we may still send you promotional communications about Benessere North, unless you opt out of receiving those communications by following the unsubscribe instructions provided therein.

4.2 Free Trial

We may, in our sole discretion, offer a free trial for a limited period of time (“Free Trial”). You may be required to enter your billing information in order to sign up for the Free Trial. If you do enter your billing information when signing up for the Free Trial, you will not be charged until the Free Trial has expired. On the last day of the Free Trial period, unless you cancelled your Subscription, you will be automatically charged the applicable Subscription fees for the type of Subscription you have selected. At any time and without notice, we reserve the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free Trial offer.

4.3 Payment and Billing Information

By providing a credit card or other payment method that we accept, you represent and warrant that you are authorized to use the designated payment method and that you authorize us (or our third party payment processor) to charge your payment method for the total amount of your Subscription or other purchase (including any applicable taxes and other charges) (collectively, as applicable, an “Order”). If the payment method cannot be verified, is invalid or is otherwise not acceptable, your Order may be suspended or cancelled. You must resolve any problem we encounter in order to proceed with your Order. In the event you want to change or update payment information associated with your Account, you can do so at any time by logging into your Account and editing your payment information.

You acknowledge that the amount billed may vary due to promotional offers, changes to your plan or changes in applicable taxes or other charges, and you authorize us (or our third party payment processor) to charge your payment method for the corresponding amount.

4.4 Pricing and Availability

All prices are shown in U.S. dollars and applicable taxes and other charges, if any, will be charged in addition to the prices shown on the Sites. We reserve the right to adjust prices as we may determine in our sole discretion, at any time and without notice; provided, however, that if we change the amounts or other charges associated with your Subscription, we will provide advance notice of such changes in accordance with Section 3. We will not, however, be able to notify you of changes in any applicable taxes. The shipment of merchandise or a plan, as applicable, to you after our delivery of such notice will confirm your acceptance of such changes, unless you cancel your Subscription(s) in accordance with the cancellation policies set forth in Sections 4.1, as applicable.

Of course, if you become aware that the Site contains inaccurate information, please contact us.

We may, at any time, revise or change the pricing, availability, and specifications, content, descriptions or features of any Products or services offered or sold through the Site. If you have already placed an order, we will make efforts to notify you of any price change at least two (2) weeks before taking effect.

4.5 Taxes

We will collect applicable sales tax on Products for which we determine we have a duty to collect sales tax. If an item is subject to sales tax, you agree that the amount of taxes shown at checkout may be adjusted. Several factors may cause this, such as variances between processor programs and changes in tax rates.

4.6 Shipping and Handling

You agree to pay any shipping and handling charges shown at the time you make a purchase. We reserve the right to increase, decrease, add or eliminate shipping and handling charges from time to time, but we will provide notice of the charges applicable to you before you make your purchase. Generally, shipping is handled by a third-party courier. When you purchase a physical Product from Benessere North, any shipping times shown on the Sites are estimates only. Actual delivery dates may vary. You agree that you will not obtain, or direct shipment of, a Product for export. All Products purchased from us are made pursuant to a shipment contract. This means that title to and the risk of loss of such Products passes to you upon our delivery of the Product to the third-party courier.

4.7 Deliveries

You are responsible for inspecting all Products you receive from us for any damage or other issues upon delivery. You should always inspect your delivery to confirm that the product has arrived in a good condition. If you have any reason to believe that any Product in your delivery is

not suitable, contact us at info@vivianpolak.ca. From the time of delivery, the condition of the Products are solely at your risk. If you are not at home when your delivery arrives, the courier will generally leave the package for you at your door. Any individual at the delivery address who accepts a delivery from us is presumed to be authorized to receive such delivery. In cases in which you have designated an alternative receiver, such person shall accept the delivery under all of the same terms and conditions that would apply had you accepted the delivery yourself.

In the case of inclement weather or other events beyond our control that interfere with our ability to deliver your Order, we will attempt to deliver your Order as soon as reasonably possible. In some cases, delivery may occur prior to the scheduled delivery date. In the event that timely delivery is not feasible, we will cancel your delivery for the period so affected and issue you a credit or refund of the purchase price for that delivery.

4.8 No Resale

You are not permitted to resell or otherwise use the Products for commercial purposes.

4.9 Returns and Refunds

If you are dissatisfied with a Product for any reason, please contact us at info@vivianpolak.ca. Certain items are not returnable unless required by law. Any full or partial refunds given will be by credit to the credit card used to buy the item or service. Return and refund policies vary by product or service as follows:

(a) Books, magazines, DVDs, and merchandise. All sales are final. In cases of a manufacturing defect or damage during shipping, such Products may be returned in the same condition as when you received it. Please notify us in writing within thirty (30) days of sale and we will replace any defective items in their original packaging after inspection to confirm the defect.

4.10 Purchases Through Third-Parties.

You may purchase certain Offerings through third-party providers, subject to additional agreements you enter into in connection with those Offerings (“Additional Agreements”). Any Additional Agreement is in addition to these Terms and will govern your access to and use of the Offerings to which the Additional Agreement applies. In the event of a conflict between these Terms and the Additional Agreement, the Additional Agreement will control only with respect to those Offerings to which the Additional Agreement applies and these Terms will control in all other respects.

5. Access and Use of:

5.1 The Site.

Subject to Your compliance with these Terms, Benessere North will permit you to access and use the Site solely for lawful purposes and only in accordance with these Terms and the terms of any other agreement you agree to before being given access to any specific areas of the Site or in relation with any Offering. Any additional agreement is in addition to these Terms and will govern your use of the Offerings to which the additional agreement applies in the event of a conflict between the terms of these Terms and the additional agreement.

5.2 Content.

Unless otherwise noted on the Site, other than Your Content, all Content available through the Site is owned by Benessere North, the users providing that Content, or our other Content providers. All Content is for informational purposes only and you are solely responsible for verifying the accuracy, completeness, and applicability of all Content and for your use of any Content. Subject to your compliance with these Terms, you may access the Content solely for your own personal and internal business purposes in connection with your own use of the

Offerings. You will not, and will not permit any third party to: (a) alter, modify, reproduce, or create derivative works of any Content; (b) distribute, sell, resell, lend, loan, lease, license, sublicense or transfer any Content; or (c) alter, obscure or remove any copyright, trademark or any other notices that are provided on or in connection with any Content. Benessere North has not verified the accuracy of, and will not be responsible for any errors or omissions in, any Content. Without limiting the foregoing, Benessere North will not be held liable to you or any other third party for any Content (including Your Content). Except as set forth in these Terms, you are granted no licenses or rights in or to any Content, or any Intellectual Property Rights therein or related thereto.

5.3 Third Party Offerings.

Notwithstanding anything to the contrary in these Terms, the Sites may provide you with the option to obtain access to functionality, products and other things provided by third party providers, including courses, events, and other products and services (“Third Party Offerings”). All Third Party Offerings are provided by third parties and Benessere North does not control any Third Party Offering. Benessere North is not responsible or liable for your access to or use of any Third Party Offering, including any damages, losses, liabilities, failures, or problems caused by, related to, or arising from any Third Party Offering. Your use of and access to any Third Party Offering are solely between you and the third party provider of that Third Party Offering. Your access to and use of any Third Party Offering is subject to any additional terms, conditions, or agreement provided or entered into in connection with the Third Party Offering (each, a “Third Party Agreement”). The terms of any Third Party Agreement (which may include payment of additional fees) will apply to the applicable Third Party Offerings provided under that Third Party Agreement but will not otherwise apply to your access to or use of the Offerings. Except as set forth in these Terms, in the event of a conflict between the terms of these Terms and a Third Party Agreement, the terms of the Third Party Agreement will control with respect to your access

to and use of any Third Party Offering provided under that Third Party Agreement. These Terms will continue to control in all other respects.

6. Use of the Technology

The Sites, all Content thereon, and all databases, software, hardware and other technology used by or on behalf of Benessere North to operate the Sites, and the structure, organization, and underlying data, information and software code thereof (collectively, the “Technology”), may constitute valuable trade secrets of Benessere North. You will not, and will not permit any third party to: (1) access or attempt to access the Technology except as expressly provided in these Terms; (2) use the Technology in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Technology; (3) use automated scripts to collect information from or otherwise interact with the Technology; (4) alter, modify, reproduce, create derivative works of the Technology; (5) distribute, sell, resell, lend, loan, lease, license, sublicense or transfer any of Your rights to access or use the Technology or otherwise make the Technology available to any third party; (6) reverse engineer, disassemble, decompile, or otherwise attempt to derive the method of operation of the Technology; (7) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Technology; (8) monitor the availability, performance or functionality of the Technology; (9) interfere with the operation or hosting of the Technology; (10) engage in any harassing, threatening, intimidating, predatory, or stalking conduct; (11) develop any third party applications that interact with the Technology without our prior written consent; or (12) use any robot, spider, crawler, scraper, script, browser extension, offline reader or other automated means or interface not authorized by us to access the Technology, extract Content, or otherwise interfere with or modify the rendering of Sites pages or functionality.

Benessere North retains all rights, title and interest, including, without limitation, all Intellectual Property Rights in and to the Technology and any additions, improvements, updates and modifications thereto. You receive no ownership interest in or to the Technology and you are not

granted any right or license to use the Technology itself, apart from your ability to access the Sites and Content under these Terms. For purposes of these Terms, “Intellectual Property Rights” means all intellectual property rights, proprietary rights, rights of publicity, rights of privacy, and any and all other legal rights protecting data, information or intangible property throughout the world, including, without limitation, any and all copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, sui generis rights in databases, and contract rights.

7. Repeat Infringer Policy; Copyright Complaints

In accordance with the Copyright Modernization Act other applicable laws, we have adopted a policy of limiting access to the Sites by, or terminating the accounts of, users, in appropriate circumstances and in our sole discretion, who infringe the Intellectual Property Rights of others. If you believe that anything on the Sites infringes any trademark and/or copyright that you own or control, you may file a notification of such infringement with our designated agent as set forth below:

Benessere North

c/o: Vivian Polak

PO Box 2966, Elora, Ontario, Canada N0B 1S0

Please provide the following information to Benessere North’s Copyright Infringement Agent:

(1) the identity of the infringed work, and of the allegedly infringing work; (2) Your name, address, daytime phone number, and email address, if available; (3) a statement that You have a good-faith belief that the use of the copyrighted work is not authorized by the owner, his or her agent, or the law; (4) a statement that the information in the notification is accurate and, under penalty of perjury, that You are authorized to act on behalf of the owner; and (5) Your electronic or physical signature. You acknowledge that if you fail to comply with all of the requirements of this policy, your notice may not be valid.

You should also note that if you knowingly make any material misrepresentation in your notification that the material or activity is infringing, you will be liable for any damages, including, without limitation, costs and attorneys' fees, incurred by us or the alleged infringer as the result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

8. Trademarks

“Benessere North,” and any other Benessere North Product or service names, logos or slogans that may appear on the Offerings are trademarks of Benessere North and its respective Suppliers and may not be copied, imitated or used, in whole or in part, without our prior written permission. You may not use any metatags or other “hidden text” utilizing “Benessere North” or any other name, trademark or Product or service name of Benessere North without our prior written permission. In addition, the look and feel of the Offerings, including, without limitation, all page headers, custom graphics, button icons and scripts, constitute the service mark, trademark or trade dress of Benessere North and our Suppliers and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, Product names and company names or logos mentioned on the Sites or Products are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable trademark holder.

9. Hyperlinks

You are granted a limited, nonexclusive, nontransferable right to create a text hyperlink to the Sites for noncommercial purposes, provided that such link does not portray Benessere North or any of our Products in a false, misleading, derogatory or otherwise defamatory manner, and provided further that the linking site does not contain any illegal, pornographic offensive, harassing, or otherwise objectionable material. We may revoke this right at any time. You may

not use a Benessere North logo or other proprietary graphic of Benessere North to link to the Sites without our express written permission. Further, you may not use, frame, or utilize framing techniques to enclose any Benessere North trademark, logo or other proprietary information, including the images found on the Sites, Content, or Products, the content of any text or the layout or design of any page, or form contained on a page, on the Sites without our express written consent.

Benessere North makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of third party websites accessible by hyperlink from the Sites or of websites linking to the Sites. Such sites are not under our control and we are not responsible for the contents of any linked site, any link contained in a linked site, or any review, changes or updates to such sites. We provide these links to you only as a convenience, and the inclusion of any link does not imply our affiliation, endorsement or adoption of any site or any information contained therein. When you leave the Sites, you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Sites.

10. Third Party Content

We may display content, advertisements and promotions from third parties through the Sites or in shipments with Products (collectively, “Third Party Content”). We do not control, endorse or adopt any Third Party Content, and we make no representations or warranties of any kind regarding such Third Party Content, including, without limitation, regarding its accuracy or completeness. You acknowledge and agree that your interactions with third parties providing Third Party Content are solely between you and such third parties, and that Benessere North is not responsible or liable in any manner for such interactions or Third Party Content.

11. User Content & Your Content

11.1 User Content.

The Sites may include interactive features and areas that allow users to create, post, share or store content, including, but not limited to, recipes, reviews, photos, videos, music, sound, text, graphics, code, items or other materials (collectively, “User Content”). We are not responsible or liable for any User Content. Although we have no obligation to screen, edit or monitor User Content, we reserve the right, and have absolute discretion, to remove, screen, or edit any User Content, including Your Content, posted or stored on the Sites at any time and for any reason, and you are solely responsible for creating backup copies of and replacing Your Content should you choose to post or store it on the Sites, at your sole cost and expense.

11.2 Your Content.

You are solely responsible for all recipes, reviews, photos, videos, music, sound, text, graphics, code, information, data, and other content that you may provide through the Sites or to Benessere North or generate through the use of the Offerings (collectively, “Your Content”). In the event you decide to share Your Content with others through the Sites or third-party platforms, you understand that Your Content will be viewable by others in accordance with the privacy settings you establish. You agree that you are solely responsible for Your Content and for your use of any interactive features and areas of the Sites. You commit to Benessere North that neither Your Content nor the use of Your Content by Benessere North as permitted will: (1) violate these Terms or any applicable laws, rules, or regulations; (2) be libelous, defamatory, obscene, abusive, pornographic, threatening, or an invasion of privacy; (3) constitute an infringement or misappropriation of the Intellectual Property Rights or other rights of any third party; (4) be illegal in any way or advocate illegal activity; (5) be an advertisement or solicitation of any kind; (6) be false, misleading, or inaccurate; (7) be considered junk mail, spam, a part of a pyramid scheme, a disruptive commercial message or disruptive advertisement; (8) reference or depict Benessere North or our Offerings but fail to disclose a material connection to us, if you have one

(for example, if you are a Benessere North employee or paid blogger); (9) contain any viruses, corrupted data or other harmful, disruptive or destructive files or content; or (10) in our sole judgment, otherwise restrict or inhibit any person from using or enjoying the Offerings, or expose Benessere North or others to any harm or liability of any type. Benessere North is not responsible or liable for any deletion, correction, destruction, damage, loss, or failure to store or back-up any of Your Content.

11.3 Rights in Your Content.

As between you and Benessere North, you retain ownership of Your Content. However, in addition to any other rights granted to Benessere North under these Terms, by providing Your Content through the Offerings or to our pages or feeds on third party social media platforms (e.g., Benessere North website, membership site, Facebook page, Instagram page or Twitter feed), you grant Benessere North a perpetual, irrevocable, nonexclusive, royalty-free, transferrable, sublicensable right and license to use, copy, store, reproduce, modify, display, adapt, publish, translate, create derivative works from, distribute, perform, and display Your Content, in whole or in part, and your name, likeness, voice and persona in any manner or media and for any purpose whatsoever at our sole discretion, including, without limitation, for publicity, promotional, advertising, trade, business, illustration, artistic and other commercial and noncommercial purposes.

By uploading, posting or submitting Your Content to Benessere North through the Sites or through our pages or feeds on third party social media platforms, you represent and warrant that (a) Your Content is non-confidential, (b) you own and control all of the rights to Your Content or you otherwise have all necessary rights to post Your Content, and (c) you authorize Benessere North to use Your Content for the purposes described in these Terms. Benessere North uses reasonable means to protect the security of the Sites, but you acknowledge that perfect security

on the internet is impossible and that, as a result, Your Content may be exposed in the event of a breach.

11.3 Submission.

In addition to Your Content, you may submit questions, comments, suggestions, ideas, original or creative materials or other information about Benessere North, the Offerings, or any suggested improvements thereto (collectively, “Submissions”). You agree that any Submissions you provide us will be the exclusive property of Benessere North. To the extent you own any rights in any Submissions, you agree to assign and hereby do assign to us all right, title and interest in and to the Submissions. You agree to perform all acts reasonably requested by us to perfect and enforce such rights. We will reimburse you for direct out of pocket costs incurred in complying with our requests.

11.4 Indemnification.

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless Benessere North, its affiliates, and its and their respective past, present and future employees, officers, directors, contractors, consultants, equity holders, Suppliers, vendors, service providers, agents, representatives, predecessors, successors and assigns (individually and collectively, the “Benessere North Parties”), from and against all actual or alleged Benessere North Party or third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys’ fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, “Claims”), arising out of or that are related to (a) your use or misuse of any Offerings, (b) Your Content, (c) any Submissions you

provide, (d) your violation of these Terms, (e) your violation of the rights of another, including the infringement or misappropriation of any Intellectual Property Rights, and (f) any third party's use or misuse of the Offerings through your Account. You agree to promptly notify Benessere North of any third-party Claims and cooperate with the Benessere North Parties in defending such Claims. You further agree that the Benessere North Parties shall have control of the defense or settlement of any third-party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Benessere North.

14. Disclaimers

WE ATTEMPT TO DISPLAY THE PRODUCTS AND OTHER MATERIALS AND INFORMATION YOU VIEW ON THE SITES AS ACCURATELY AS POSSIBLE. HOWEVER, WE DO NOT GUARANTEE THE ACCURACY OF SUCH MATERIALS AND INFORMATION, OR ANY CONTENT ON THE SITES, AND ARE NOT RESPONSIBLE FOR ANY CLAIMS ARISING OR RESULTING FROM YOUR RELIANCE THEREON. IN THE EVENT OF AN ERROR ON OUR SITES, IN AN ORDER CONFIRMATION, IN PROCESSING OR DELIVERING AN ORDER OR OTHERWISE, WE RESERVE THE RIGHT TO CORRECT SUCH ERROR AND REVISE YOUR ORDER ACCORDINGLY (INCLUDING CHARGING THE CORRECT PRICE) OR TO CANCEL YOUR ORDER AND ISSUE YOU A REFUND. YOU FURTHER AGREE THAT THE PRODUCTS AND OTHER MATERIALS YOU RECEIVE IN YOUR ORDER MAY VARY FROM THE PRODUCTS AND MATERIALS DISPLAYED ON THE SITES DUE TO A NUMBER OF FACTORS, INCLUDING, WITHOUT LIMITATION, SYSTEM CAPABILITIES AND CONSTRAINTS OF YOUR COMPUTER, MANUFACTURING PROCESS OR SUPPLY ISSUES. A REFERENCE TO A PRODUCT ON THE SITES DOES NOT IMPLY OR GUARANTEE THAT IT IS OR WILL BE AVAILABLE IN YOUR LOCATION OR AT THE TIME OF YOUR ORDER.

EXCEPT AS MAY BE PROVIDED IN A WARRANTY BY THE MANUFACTURER OF A PRODUCT, ALL OFFERINGS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED, OR STATUTORY. BENESSERE NORTH DISCLAIMS ALL OTHER WARRANTIES, EXPRESS IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, ANY WARRANTIES THAT ARISE FROM TRADE USAGE OR CUSTOM, AND ANY WARRANTIES THAT THE OFFERINGS WILL BE FREE AND CLEAR FROM ANY ADVERSE LIEN OR SECURITY INTERESTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY BENESSERE NORTH, ITS EMPLOYEES, PROVIDERS, AGENTS, OR THE OFFERINGS, WILL INCREASE THE SCOPE OF, OR CREATE ANY NEW WARRANTIES.

Some jurisdictions do not allow the disclaimer of implied terms in contracts with consumers, so some or all of the disclaimers in this Section may not apply to you.

15. Limitation of Liability; Release

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BENESSERE NORTH OR ANY OF THE OTHER BENESSERE NORTH PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, INCOME OR PROFITS, LOSS OF USE OR DATA, LOSS OR DIMINUTION IN VALUE OF ASSETS OR SECURITIES, OR DAMAGES FOR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE ACCESS OR USE OF THE OFFERINGS, INCLUDING THE ORDER, RECEIPT OR USE OF ANY PRODUCT, OR OTHERWISE RELATED TO THESE TERMS (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY ANY USER ON ANY CONTENT OR INFORMATION OBTAINED FROM BENESSERE

NORTH, OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES OR EMAILS, ERRORS, DEFECTS, BUGS, VIRUSES, TROJAN HORSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE), REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE).

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF BENESSERE NORTH AND THE OTHER BENESSERE NORTH PARTIES (JOINTLY) ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS OR THE OFFERINGS, WHETHER IN CONTRACT OR TORT OR OTHERWISE, EXCEED THE GREATER OF (A) THE AMOUNTS YOU ACTUALLY PAID TO BENESSERE NORTH FOR THE OFFERINGS IN THE PRECEDING THREE (3) MONTHS OR (B) TWO HUNDRED FIFTY DOLLARS (\$250). THE FOREGOING LIMITATIONS SHALL APPLY EVEN IN THE EVENT YOUR REMEDIES HEREUNDER FAIL OF THEIR ESSENTIAL PURPOSE, AND THE FOREGOING SHALL CONSTITUTE BENESSERE NORTH AND THE OTHER BENESSERE NORTH PARTIES' SOLE LIABILITY AND OBLIGATION IN RESPECT HEREOF, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU, ON BEHALF OF YOUR HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL AND PERSONAL REPRESENTATIVES, HEREBY RELEASE, WAIVE, ACQUIT AND FOREVER

DISCHARGE BENESSERE NORTH AND THE OTHER BENESSERE NORTH PARTIES FROM AND AGAINST, AND COVENANT NOT TO SUE ANY SUCH BENESSERE NORTH PARTY FOR, ALL CLAIMS YOU HAVE OR MAY HAVE ARISING OUT OF OR IN ANY WAY RELATED TO THESE TERMS.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some jurisdictions also limit disclaimers or limitations of liability for personal injury from consumer products, so this limitation may not apply to personal injury claims.

16. Modifications to the Sites and Products

We reserve the right in our sole discretion to modify, suspend, discontinue, or stop providing access to, temporarily or permanently, any Offerings (or any features or parts thereof) at any time and without obligation or liability to you. Any modifications will be effective upon posting to the Sites or notice pursuant to these Terms. You may cease using the Offerings at any time if you do not agree to any modification. However, you will be deemed to have agreed to any and all modifications through your continued use of the Offerings following such notice or posting to the Sites.

17. Dispute Resolution; Arbitration

17.1 Covered Dispute Matters. You and Benessere North agree that any dispute that has arisen or may arise between us relating in any way to your use of or access to the Offerings, any validity, interpretation, breach, enforcement, or termination of these Terms, or otherwise relating to Benessere North or the Benessere North Parties in any way (collectively, “Covered Dispute Matters”) will be resolved in accordance with the provisions set forth in this Section 17.

17.2 Applicable Law. You and we agree that Canadian federal law, and (to the extent not inconsistent with or pre-empted by federal law) the laws of the Province of Ontario, without

regard to conflict of laws principles, will govern all Covered Dispute Matters. Such body of law will apply regardless of your residence or the location of where you use the Offerings.

17.3 OUR ARBITRATION AGREEMENT. You and we agree that these Terms evidence a transaction involving inter-provincial/international commerce, the appropriate Canadian federal or provincial laws of Ontario apply in all cases and governs the interpretation and enforcement of the arbitration rules and arbitration proceedings. Any Covered Dispute Matter must be asserted individually in binding arbitration administered by the International Centre for Dispute Resolution (ICDR) in accordance with its Supplementary Procedures for Consumer-Related Disputes (including utilizing desk, phone or video conference proceedings where appropriate and permitted to mitigate costs of travel). We will reimburse those fees for claims totaling less than \$5,000 unless the arbitrator determines the claims are frivolous. You and we agree that the arbitrator shall not conduct any form of class or collective arbitration nor join or consolidate claims by or for individuals. You and we agree that the arbitrator, and not any federal, international, provincial, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of these Terms, including any claim that all or any part of these Terms are void or voidable or a particular claim is subject to arbitration. You and we agree that judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. You and we agree that the arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

17.4 Exceptions To Our Agreement To Arbitrate Disputes.

There are only two exceptions to this agreement to arbitrate:

(a) First, if either party reasonably believes that the other party has in any manner violated or threatened to infringe the Intellectual Property Rights of the other party, the party whose rights have been violated may seek injunctive or other appropriate interim relief in any court of competent jurisdiction.

(b) Second, each party will retain the right to seek relief in a small claims court for disputes or claims within the scope of the jurisdiction of such courts.

17.5 Future Amendments to the Agreement to Arbitrate. Future Amendments to the Agreement to Arbitrate. Notwithstanding any provision in these Terms to the contrary, you and we agree that if we make any amendment to this agreement to arbitrate in the future, that amendment shall not apply to any claim that was filed in a legal proceeding against us prior to the effective date of the amendment. However, the amendment shall apply to all other disputes or claims governed by the agreement to arbitrate that have arisen or may arise between you and us. If you do not agree to these amended terms, you may cease all use of the Offerings within 30 days of the posting or notification and you will not be bound by the amended terms.

17.6 Judicial Forum for Legal Disputes. Unless you and we agree otherwise and except as described in Section 17.4(b) (Small Claims Court), in the event that the agreement to arbitrate above is found not to apply to you or to a particular claim or dispute, either as a result of your decision to opt out of the agreement to arbitrate or as a result of a decision by the arbitrator or a court order, you agree (except as otherwise provided by law) that any claim or dispute that has arisen or may arise between you and Benessere North or any Benessere North Party must be resolved exclusively by a provincial or federal court located in Ontario, Canada. You and we agree to submit to the exclusive personal jurisdiction of the courts located within Ontario for the purpose of litigating all such claims or disputes.

17.7 YOU MAY OPT-OUT OF ARBITRATION. IF YOU ARE A USER OF THE OFFERINGS, YOU CAN CHOOSE TO REJECT THE AGREEMENT TO ARBITRATE PROVISION (“OPT-OUT”) BY MAILING US AN OPT-OUT NOTICE TO: BENESSERE NORTH C/O: VIVIAN POLAK, PO BOX 2966, ELORAM ONTARIO, CANADA N0B 1S0 (“OPT-OUT NOTICE”). THE OPT-OUT NOTICE MUST BE RECEIVED NO LATER THAN 30 DAYS AFTER THE DATE YOU ACCEPT THESE TERMS FOR THE FIRST TIME. IF YOU ARE NOT A NEW USER, YOU HAVE UNTIL 30 DAYS AFTER THE POSTING OF THE ANY REVISIONS TO THIS ARBITRATION AGREEMENT TO SUBMIT AN ARBITRATION OPT-OUT NOTICE.

17.8 Opt-out procedure. In order to opt-out, you must email your name, address (including street address, city, province/state, and postal/zip code), email address(es) associated with your Account(s) to which the opt-out applies (if applicable), and an unaltered digital image of your valid driver’s license to: Benessere North c/o: Vivan Polak, PO Box 2966, Elora, Ontario, Canada N0B 1S0. This procedure is the only way you can opt out of the agreement to arbitrate. If you opt out of the agreement to arbitrate, all other parts of these Terms will continue to apply to you. Opting out of this agreement to arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

17.9 YOU WAIVE CERTAIN RIGHTS. BY AGREEING TO THESE TERMS, YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE (a) TO A COURT TRIAL (OTHER THAN SMALL CLAIMS COURT AS PROVIDED ABOVE), (b) TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING FILED AGAINST US AND/OR RELATED THIRD PARTIES, AND (c) TO A TRIAL BY JURY EVEN IF ANY ARBITRATION IS NOT REQUIRED UNDER THESE TERMS.

17.10 STATUTE OF LIMITATIONS FOR YOUR CLAIMS. REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE OFFERINGS OR THESE TERMS MUST BE FILED WITHIN 1 YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES OR IT WILL BE FOREVER BARRED.

18. Termination

Notwithstanding anything contained in these Terms, we reserve the right, without notice and in our sole discretion, to suspend or terminate your right to access or use the Sites and to order, receive and use the Products, at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us, to the fullest extent permitted by applicable law.

19. Survival

The following sections will survive the expiration or termination of these Terms and the termination of your Benessere North account: all defined terms and Sections 1, 3, 4, 6, 8, 9 (second paragraph only), and 10 through 22.

20. Severability

If any term, clause or provision of these Terms is held invalid or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

21. Data Privacy

Benessere North will not collect or disclose your personally identifiable information.

22. Miscellaneous

These Terms and our Privacy Policy constitute the entire agreement between you and Benessere North relating to your access to and use of the Offerings, including your order, receipt and use of Products. Except as set forth herein, these Terms may only be amended, changed or modified in a written record sufficiently acknowledged and signed by the authorized representatives of both parties. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of Benessere North. No waiver of any provision of these Terms will constitute a waiver of such provision in any prior, concurrent or subsequent circumstance, and Benessere North's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity. The words "include," "includes" and "including" means "include," "includes" or "including," in each case, "without limitation." The parties hereto are independent parties, not agents, employees or employers of the other or joint ventures, and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other.