

Terms of Use Statement

Effective Date / Last Updated January 2nd, 2020

This Terms of Use Statement ("**Terms**") describes the policy adhered and enforced by "Luminary Wellness Group" ("Luminary") for services provided to you and the use of our websites, mobile sites, and mobile applications produced and managed by Luminary Wellness Group (*collectively referred to as "Site" or "websites" or "mobile apps"*), and related services. Related services includes DNA testing services, nutraceutical products, health support products, and health consulting and wellness coaching (collectively referred to as "**Services**"). The terms "**we**", "**us**" and "**our**" are used interchangeable regarding "**Luminary.**" "**End User**" or "**you**" may be referred to throughout these Terms of Use individually as a "Party" and collectively as the "**Parties**".

By purchasing or using the Services provided by Luminary, or by clicking "I agree" where applicable, you acknowledge your acceptance to agree and abide to these Terms of Use ("**Terms of Use**"). These Terms of Use are our "rules of the road" for accessing and using our technology. These conditions are important, apply to all consumers, businesses, merchants, and users browsing the Site, accessing our private portal, and using our mobile apps. The Terms of Use Statement contains many legal disclosures that you should read carefully. If you do not agree with these Terms, do not access or use the Services.

1. APPLICABILITY

These Terms of Use specifically apply to your use of websites, mobile sites, mobile applications, software applications, and electronic service that is accessed or products, deals, and vouchers that are purchased by any individual purely for personal, household, or family use or consumption from the Site. If you become a client and participate in Services offered by Luminary, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you are under 18, you may use our website only with involvement of a parent or guardian. Luminary reserve the right to refuse Service, terminate accounts, remove or edit content, or cancel Services in their sole discretion. This Terms of Use and our [Privacy Statement](#) govern the scope of the relationship between us and the Parties.

IMPORTANT. THESE TERMS OF USE ARE IN ADDITION TO ANY OTHER AGREEMENT(S) THAT MIGHT EXIST BETWEEN YOU AND LUMINARY. IN THE EVENT OF CONFLICT BETWEEN THESE TERMS OF USE AND SUCH AGREEMENT(S), THE OTHER AGREEMENT(S) WILL CONTROL.

2. PRIVACY STATEMENT

We may collect and use information from or about you as necessary to provide the Services requested by you. Detailed information regarding our privacy policy can be examined on our website via the following link: <https://www.luminarywellnessgroup.com/privacy-statement>

If you do not agree to any terms in our Privacy Policy, do not use our Services. If you choose to purchase and/or participate in our Services, you understand that our Services involve DNA testing services that involve the collection and use of genetic information as further described in our Privacy Policy.

3. ACCEPTANCE OF TERMS OF USE

Luminary operates the Site. By using the Site, any Service provided through the Site, or any extension of our site (for example, our mobile sites and applications) that allow access to content or services provided through the Site, you agree to be bound by these Terms of Use, and any additional terms applicable to certain programs in which you may elect to participate, as any of the same may exist from time to time. IF YOU DO NOT AGREE TO THESE TERMS OF USE, IMMEDIATELY STOP ACCESSING THE SITE AND DO NOT USE ANY LUMINARY SERVICES OFFERED THROUGH THE SITE.

Provided you comply with these Terms, Luminary grants you a nonexclusive, nonassignable, nontransferable, nonsublicensable, revocable, limited license to access and use the Services solely for your own personal noncommercial purposes.

4. RESTRICTED USES

PLEASE DO NOT ENGAGE IN ANY OF THE FOLLOWING ACTIVITIES since they are strictly prohibited on the Luminary Sites and will constitute a violation of our Terms of Use:

- You will not use the Services if you are under the age of 18 years of age unless you are supervised by an adult;
- You will not use the Services for unlawful purposes. You are responsible for complying with all applicable laws and regulations, including all applicable rules regarding online conduct;
- You will not knowingly provide inaccurate, fraudulent, and false information. You will not impersonate or attempt to impersonate any other person;
- You will not copy, reproduce, display, duplicate, sell, publish, post, license, rent, lease, loan, transmit, otherwise distribute, modify, translate, adapt, disassemble, decompile, manipulate, reconfigure, reverse-engineer, discover the source code of, or create derivative works of the Services or any part of the Services (including any Reports) without Luminary's prior written consent;
- Attempting to, or accessing data not intended for you, such as logging into a server or an account which you are not authorized to access;
- Attempting to scan, or test the security or configuration of the Luminary Sites or to breach security or authentication measures without proper authorization;
- Tampering or interfering with the proper functioning of any part, page or area of the Luminary Sites and any and all functions and services provided by Luminary;
- Attempting to interfere with service to any user in any manner, including, without limitation, by means of submitting a virus to our Site, or attempts at overloading, "flooding", "spamming", "mail bombing" or "crashing" the Luminary Sites;
- Using the Luminary Sites or any of its contents to advertise or solicit, for any other commercial, political or religious purpose, or to compete, directly or indirectly with Luminary, without our prior written consent;
- Posting any foul, vulgar, or socially unacceptable statements or pictures on our Sites;
- Reselling or repurposing your access to the Luminary Sites;
- You will not use the Services in a manner that infringes, violates, or misappropriates Luminary's or any third party's rights, including patent, copyright, trademark, trade secret, or other intellectual property rights, and privacy rights;
- You will not use the Services as part of any effort to provide services as a service bureau, unless you are licensed by Luminary to provide such Services;
- You will not use the Services to post, transmit, input, upload, or otherwise provide any information or material that contains any viruses, worms, Trojan horses, logic bombs, time

bombs, cancelbots, malware, ransomware, adware, or other harmful computer code or programming routines, including those designed to or that reasonably may disable, damage, impair, interfere with, surreptitiously intercept, or expropriate the Services or any computers, hardware, software, system, data, or networks;

- You are restricted from providing your access information and password to another party or leave access to your account unsupervised and understand and agree that you are responsible for the use of your account by anyone you allow to access it;
- Deep-linking to any portion of the Luminary Sites (including, without limitation, the purchase path for any voucher) without our express written permission;
- Acting illegally or maliciously against the business interests or reputation of Luminary or any of our partners or merchants on our site; or
- Hyperlinking to the Luminary Sites from any other website without our initial and ongoing consent.

5. AVAILABILITY OF THE SITE

You acknowledge that there may be interruptions in service or events that are beyond our control. While we use reasonable efforts to keep the Site accessible, the Site may be unavailable from time to time for any reason including, without limitation, routine maintenance. You understand and acknowledge that due to circumstances both within and outside of our control, Site access may be interrupted, suspended or terminated. Luminary retains the right at our sole discretion to deny service, or access to the Site to anyone or an account, at any time and for any reason.

6. OWNERSHIP OF THE SITE

The content and information on the Site ("Content"), including text, audio, photographs, video, trademarks, trade names, service marks, Graphical User Interfaces, icons, logos, charts, and computer code (source and object code) are exclusively the property of Luminary or, as applicable, its 3rd party licensors, and are protected by copyright, trademark, and other intellectual property laws. You agree not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products or services obtained from or through the Site. Any unauthorized use of any trademarks and copyrighted materials, or any other intellectual property belonging to Luminary or their third-party licensors is strictly prohibited and may be prosecuted to the fullest extent of the law. The Services may contain references to copyrighted materials and products belonging to Luminary's third-party partners and vendors, which will remain the property of the respective owners.

7. TRANSMISSION OF INFORMATION

Because we do not control the security of the Internet or other networks you use to access the Site or communicate with us, we can't be, and are not responsible for, the security of information that you choose to communicate with Luminary and the Site while it is being transmitted. In addition, Luminary is not responsible for any data lost during transmission.

8. MODIFICATION OF THESE TERMS OF USE

We reserve the right at all times to discontinue or modify any part of these Terms of Use as we deem necessary or desirable. If we make changes that materially affect your use of the Site or our services we will notify you by posting notice of the change on the Site. Any changes to these Terms of Use will be effective upon our posting of notice of the changes on our Site, provided that. We suggest that you revisit our Terms of Use from time to time to ensure that you stay informed of any such notifications of such changes. Your use of the Site after we update these Terms of Use will

constitute acceptance of the modified Terms of Use. We also reserve the right to change or discontinue any aspect or feature of our services or the Site including, but not limited to, requirements for access or use.

9. COPYRIGHT AND TRADEMARKS

Everything located on or in the Luminary Sites is the exclusive property of Luminary or is being used with permission. ANY COPYING, DISTRIBUTING, TRANSMITTING, POSTING, LINKING, DEEP LINKING, OR OTHERWISE MODIFYING OF THE SITE OR ANY PORTIONS OR AREAS OF THE LUMINARY SITE WITHOUT THE EXPRESS WRITTEN PERMISSION OF LUMINARY IS PROHIBITED. Any violation of this requirement may result in a copyright, trademark or other intellectual property right infringement that may subject you to civil and/or criminal penalties.

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10. COPYRIGHT POLICY AND DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA) PROCEDURES

Luminary reserves the right to terminate its agreement with you or any other End User who infringes third-party copyrights.

If you believe that any material has been posted via the Luminary Sites by an End User in a way that constitutes copyright infringement, you shall provide Luminary with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyrighted work; (b) an identification of the copyrighted work and the location on the Luminary Sites of the allegedly infringing work; (c) a written statement that you have a good faith belief that the disputed use is not authorized by the owner, its agent, or the law; (d) your name and contact information, including telephone number and e-mail address; and (e) a statement by you that the above information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.

Contact information for Luminary for notice of claims of copyright infringement is: Luminary Wellness Group, Inc., Attn: Copyright Agent, 350 Alabama St., Suite K, Redlands, CA 92373; or your claim can be emailed to Legal@LuminaryWellnessGroup.com.

11. UNSOLICITED IDEAS

We do not accept or consider, directly or through any Luminary employee or agent, unsolicited ideas of any kind, including without limitation, ideas or suggestions relating to new or improved products, enhancements, names or technologies, advertising and marketing campaigns, plans or other promotions. Do not send us (or any of our employees) any unsolicited ideas, suggestions, material, images or other work in any form ("unsolicited materials"). If you send us unsolicited materials, you understand and agree that the following terms will apply, notwithstanding any cover letter or other terms that accompany them:

- Luminary has no obligation to review any unsolicited materials, nor to keep any unsolicited materials confidential; and
- Luminary will own and may use and redistribute unsolicited materials for any purpose, without restriction and free of any obligation to acknowledge or compensate you.

12. DISCLAIMER OF WARRANTY

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13. LIMITATION OF LIABILITY

IN NO EVENT SHALL WE ARE COMMUNITIES, ITS SUBSIDIARIES, AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, MERCHANTS, PARTNERS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE, THE CONTENT, STATEMENTS AND OTHER INFORMATION CONTAINED THEREIN, THE PRODUCTS OR SERVICES ACCESSIBLE OR AVAILABLE THROUGH THE LUMINARY SITE OR THESE TERMS OF USE.

14. WEBSITES OF OTHERS

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16. CHOICE OF LAW; FORUM

Any disputes arising out of or related to these Terms of Use and/or any use by you of the Luminary Sites or Luminary services shall be governed by the internal laws of the State of California, without regard to its choice of law rules and without regard to conflicts of laws principles. You and Luminary irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in Los Angeles, California, USA, for all proceedings in court under these Terms of Use.

17. ADDITIONAL DISCLOSURES

No waiver by either you or Luminary of any breach or default or failure to exercise any right allowed under these Terms of Use is a waiver of any preceding or subsequent breach or default or a waiver or forfeiture of any similar or future rights under our Agreement. The section headings used herein are for convenience only and shall be of no legal force or effect. If a court of competent jurisdiction holds any provision of these Terms of Use invalid, such invalidity shall not affect the enforceability of any other provisions contained in these Terms of Use, and the remaining portions of these Terms of Use shall continue in full force and effect.

The provisions of these Terms of Use apply equally to and are for the benefit of Luminary, its subsidiaries, affiliates, business advertisers, partners, vendors and its third-party content providers and licensors, and each shall have the right to assert and enforce such provisions directly or on its own behalf.

Luminary will not be liable for any default or delay in the performance of its obligations under these Terms of Use due to acts of God, terrorism, natural disasters, earthquakes, fire, riots, floods, and other similar events, to the extent such event is beyond Luminary reasonable control.

Inquiries regarding Luminary Sites should be directed to info@LuminaryWellnessGroup.com