

Santa Barbara Medical Innovations
Public Website
Terms and Conditions of Use

By indicating your acceptance of these Terms and Conditions of Use (this "**Agreement**") by accessing the public website of Santa Barbara Medical Innovations ("**SBMI**") located at www.ZeronaSuccess.com or at any other related internet address (collectively, the "**Site**"), you ("**User**") agree in your individual capacity and on behalf of the company you represent that the User has read and agrees to the following terms and conditions:

1. **Intellectual Property Ownership.** SBMI is the sole and exclusive owner of all intellectual property rights in and to all aspects of the Site including, without limitation, any related patents, copyrights, trade secrets, trade names, trademarks, service marks, goodwill, moral rights, and any other intellectual property rights or intangible assets recognized under any laws or international conventions. SBMI may modify, disable, or delete the Site, its functions and/or Site content at any time and for any reason without prior notice.
2. **Limited License to Use Materials Provided on the Site.** SBMI grants User a limited license to use the materials made available on the Site for User's personal noncommercial use. User acknowledges that any derivative works created from the materials on the Site shall be the sole and exclusive property of SBMI. SBMI, in its sole discretion, may revoke this license at any time without prior notice to User and without liability.
3. **User Conduct.** As a condition of use of the Site, User represents and warrants that User shall not use the Site for any purpose that is unlawful or prohibited by this Agreement. User agrees to abide by all applicable local, state, national and international laws, rules and regulations and User shall be solely responsible and liable for all acts or omissions that occur while User or an agent of User accesses the Site. By ways of example, and not as a limitation, User agrees:
 - o Not to transmit or upload any material to the Site that contains viruses, trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs;
 - o Not to interfere with or disrupt the Site networks or servers;
 - o Not to delete any legal notices, disclaimers or proprietary notices;
 - o Not to attempt to gain unauthorized access to the Site, other accounts, computer systems or networks connected to the Site, through password misuse, mining or any other means; or
 - o Not to interfere with another authorized party's use and enjoyment of the Site.

SBMI has no obligation to monitor use of the Site or retain the content of any of the sessions on the Site. However, SBMI reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process, governmental request or the business needs of SBMI. User shall immediately notify SBMI of any breach of this Agreement.

4. **Links to Third Party Web Sites.** SBMI may provide hyperlinks to third party Web sites as a convenience to Users of the Site. SBMI does not control third party Web sites and is not responsible for the contents of any linked-to, third party Web sites or any hyperlink in a linked-to site or the content or use thereof.
5. **Indemnification.** User shall indemnify, defend and hold SBMI and its affiliates, officers, directors, employees, shareholders, members or agents harmless from all damages, liabilities and expenses (and all legal costs including attorneys' fees, court costs, expenses and

settlements resulting from any action or claim) arising out of, connected with or resulting from any violation of this Agreement by User or User's use of the Site or information provided by the Site.

6. **Disclaimer.** THE SITE AND ALL SITE INFORMATION CONTAINED THEREIN ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, SBMI DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OF THIRD PARTIES' RIGHTS, AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. SBMI MAKES NO WARRANTIES WITH REGARD TO THE ACCURACY, RELIABILITY, ACCESSIBILITY, COMPLETENESS, OR TIMELINESS OF ANY INFORMATION SUPPLIED. SBMI DOES NOT WARRANT THAT THE SITE WILL BE OPERATIONAL, SECURE, ERROR-FREE OR VIRUS FREE. USER USES THE SITE AND ALL SITE INFORMATION AT USER'S OWN RISK.
7. **Limitation of Liability.** IN NO EVENT SHALL SBMI OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, MEMBERS OR AGENTS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION, RESULTING FROM THE USE OR INABILITY TO USE THE SITE OR FOR INFORMATION CONTAINED THEREIN, WHETHER SUCH LIABILITY IS BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL LIABILITY OF SBMI, OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, MEMBERS AND AGENTS, UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF CLAIM OR ACTION, EXCEED IN THE AGGREGATE OF ONE THOUSAND (\$1,000.00) DOLLARS.
8. **Copyright Infringement Notice.** Pursuant to Title 17, United States Code, §512(c)(2), notifications of claimed copyright infringement must be sent to the service provider's Designated Agent. SBMI's Designated Agent email is feedback@sbmi.com
9. **Force Majeure.** SBMI shall not be liable for delay or failure in any of its performance hereunder or a failure of the Site due to causes beyond its reasonable control, including, but not limited to, an act of God, war, terrorism, natural disaster, governmental regulations, communication or utility failures or casualties or the failures or acts of third parties.
10. **Jurisdiction and Governing Law.** This Agreement shall be construed, governed and enforced under the laws of the United States and the State of Texas (without regard to rules governing conflict of laws). User agrees that venue for all actions, relating in any manner to this Agreement, shall exclusively be in a federal or state court of competent jurisdiction located in Dallas County, Texas. Each party hereby consents and submits to the in personam jurisdiction of such courts, and to the extent permitted by law, hereby consents that all services of process may be made by any nationally recognized overnight courier, or by certified or registered mail, postage prepaid and return receipt requested. Each party waives any objection based on forum non conveniens and waives any objection to venue of any action instituted hereunder to the extent that an action is brought in the courts identified above. Each party agrees that a final judgment in any such action shall be conclusive and may be enforced in any other jurisdiction in any manner provided by law.
11. **Severability.** If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect.
12. **Waiver.** No waiver of any breach of a provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof and no waiver shall be effective unless made in writing.

13. **Modifications.** SBMI may modify this Agreement at any time, at its discretion, and modifications are effective upon being posted on the Site. User is responsible for reviewing this Agreement to ensure that User is aware of any changes made to the Agreement.

All User inquiries related to the Site or this Agreement should be directed to feedback@sbmi.com