



**My Junna, LLC
Terms of Service
April 1, 2019**

AGREEMENT TO TERMS

These Terms of Use constitute a legally binding agreement made between Client whether personally or on behalf of an entity (“Client”, “You”) and My Junna, LLC, doing business as My Junna, and/or doing business as Junna Care (“Junna”, “Junna Care”, “My Junna”, “we”, “us”, “our”), concerning your access to and use of the <https://myjunna.com>, <https://junnacare.com>, <https://myjunna.net>, and <https://junnacare.net> website as well as any other media form, media channel, website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”). Client agrees that by accessing the Site, you have read and understood, and agree to be bound by all of these Terms of Use, including the Master Service Agreement posted on the Site, which are incorporated in these Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND MUST DISCONTINUE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Site 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 of Use at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of the Terms of Use . 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 of Use by your continued use of the Site after the date such revised Terms of Use are posted

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or county 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 Site 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.

The Site is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Site.

INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, foreign jurisdictions, and international conventions. The Content and the Marks are provided on the Site “AS IS” for your information and personal use only. Except as expressly provided in these Terms of Use no part of the Site and no content or Marks may be copied, reproduced, aggregated, republished uploaded, posted, publicly displayed, encoded, translated, transmitted, 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.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download and print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

USER REPRESENTATIONS

By using this Site, you represent and warrant that:

1. You have the legal capacity and you agree to comply with these Terms of Use;
2. You are not a minor in the jurisdiction in which you reside;
3. You will not access the Site through automated or non-human means whether through a script or otherwise;
4. You will not use the Site for any illegal or unauthorized purpose; and
5. Your use of the Site 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 site (or any portion thereof).

FEES AND PAYMENT

We accept the following forms of payment:

- Visa
- Mastercard
- American Express
- Discover
- Check

You agree to provide current, complete, and accurate account information for all subscription or advertising services. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. We bill you through an online billing account for Statement of Work orders made via the Site or with us over the phone. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time with one-month notice to you. All payments shall be in U.S. dollars.

You agree to accept all charges or fees at the prices then in effect for your subscription services, and you authorize us to charge your chosen payment provider for any such amounts upon signing a contract with us. You may decline use of the system at this time with written notification prior to the charges. If your purchase is subject to recurring charges, then. You consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until you notify us of your cancellation.

We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment. We also reserve the right to refuse any order placed through the Site or with us over the phone or email.

CANCELLATION

All purchases are non-refundable. You can cancel your subscription at any time Pursuant to the terms of the Statement of Work (SOW). Your cancelation will take effect at the end of the current payment term. If you are unsatisfied with our services, please email us at shanna@myjunna.com or call us at (866) 492-7288.

PROHIBITED ACTIVITIES

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site 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 Site, you agree not to:

1. Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from us;
2. Make any unauthorized use of the Site, 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 pretense;
3. Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use of copying of any Content or enforce limitation on the use of the Site and/or the Content contained herein.
4. Engage in unauthorized framing of or linking to the Site;
5. Trick, defraud, or mislead us and other users, especially in an attempt to learn sensitive account information such as use passwords;
6. Make improper use of our support services or submit false reports of abuse or misconduct;
7. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data minding robots, or similar data gathering and extraction tools;
8. Interfere with, disrupt or create an undue burden on the Site or the networks or services connected to the Site;
9. Attempt to impersonate another user or person or use the username of another user;
10. Sell or otherwise transfer your profile;
11. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up part of the Site;
12. Attempt to bypass any measures of the Site designated to prevent or restrict access to the Site, or any portion of the Site;

13. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you;
14. Delete the copyright or other proprietary rights notice from any Content;
15. Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScripts or other code;
16. Upload or transmit (or attempt to upload or transmit (viruses, Trojan horses, or other material, including excessive use of capital letters or spamming (continuous posting or repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation or maintenance of the Site;
17. Upload or transmit (or attempt to upload or transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "PCMs");
18. 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 Site or using or launching any unauthorized script or other software;
19. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site;
20. Use the Site in a manner inconsistent with any applicable laws or regulations;
21. Each Site User agrees to abide by HIPAA rules and regulations governing the confidentiality of patient records;

USER GENERATED CONTRIBUTIONS

The Site may invite you to chat, contribute to, or participate in the blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to use or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the site and through third-party websites. Except as prohibited by HIPAA or other federal or state laws and Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

1. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party;
2. You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and these Terms of Use;

3. You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the site and these Terms of Use;
4. Your contributions are not false, inaccurate or misleading;
5. Your contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation;
6. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us);
7. Your Contributions do not advocate the violent overthrow of any government or incite, encourage or threaten physical harm against another;
8. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone;
9. Your Contributions do not violate any applicable law, regulation or rule;
10. Your Contributions do not violate the privacy or publicity rights of any third party;
11. Your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner;
12. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference or physical handicap.
13. Your Contributions do not otherwise violate, or link to material that violate any provision of these Terms of Use any applicable law or regulation.

Any use of the Site in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Site.

CONTRIBUTION LICENSE

By posting your Contributions to any part of the Site, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully -paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit (in whole or in part) and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicense of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology known or hereafter developed, and include our use of your name, company name, and/or franchise name, as applicable, and any of the trademarks, service marks, trade names. Logos, and personal and commercial images you provide. You waive all moral rights in your Contributions and you warrant that rights have not otherwise been asserted in your Contributions.

We do not assert any ownership of your Contributions. You retain full ownership of all your Contributions and any intellectual property rights or other proprietary rights associate with your Contributions. We are not liable for any statements or representations in your Contributions provided you in any area on the site. You are solely responsible for your Contributions to the site and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right in our sole and absolute discretion:

1. To edit, redact, or otherwise change any Contributions;
2. To re-categorize any Contributions to place them in more appropriate locations on the Site and;
3. To pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

SUBMISSIONS

You acknowledge and agree any questions, comments, suggestions, ideas, feedback, or other information regarding the Site (“Submissions”) provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights including all intellectual property rights and shall be entitle to the unrestricted use of and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there has been no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

U. S GOVERNMENT RIGHTS

Our services are “commercial items” as defined in Federal Acquisition Regulation (“FAR”) 2.101 if our services are acquired by or on behalf of any agency not within the Department of Defense (“DOD”), our services are subject to the terms of these Terms of Use in accordance with FAR 12.212 (for computer software) and FAR 12.211 (for technical data). If our services are acquired by or on behalf of any agency within the Department of Defense, our services are subject to the terms of these Terms of Use in accordance with Defense Federal Acquisition Regulation (“DFARS”) 227.7202-3. In addition.. DFARS 252.227-7015 applies to technical data acquired by the DOD. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFARS, or other clauses or provision that addresses government rights in computer software or technical data under these Terms of Use.

SITE MANAGEMENT

We reserve the right, but not the obligation to:

1. Monitor the site for violations of these Terms of Use;

2. Take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities;
3. In our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;
4. In our sole discretion and without limitation, notice or liability, to remove from the site any suspected corrupted files. We may disable any content that is excessive or burdensome to our system with 48 hours' notice if feasible;
5. Otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

PRIVACY POLICY

We care about data privacy and security. Please review our Privacy Policy. By using the Site you agree to be bound by our Privacy Policy, which is incorporated into the set Terms of Use. Please be Advised the Site is hosted in the United States. If you access the site from the European Union, Asia, or any other region of the world with laws or other requirements governing personal data collection use, or disclosure that different from the applicable laws in the U. S., then through your continued use of the Site, you are transferring your data to the U.S., and. You expressly consent to have your data transferred to and processed in the U.S.. 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 site as quickly as it is reasonably practical.

COPYRIGHT INFRINGEMENT

We respect the intellectual property rights of others. If you believe that any material available on our through the Site infringers upon any copyright you own or control, please immediately notify us using the contact information provided below (a "Notification"). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on our linked to by the Site infringes your copyright, you should consider first contacting an attorney.

TERM and TERMINATION

These Terms of Use shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO

REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

MODIFICATIONS AND INTERRUPTIONS

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

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

GOVERNING LAW

These Terms of Use and your use of the Site 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.

DISPUTE RESOLUTION

Any legal action of whatever nature brought by either you or us (collectively, the "Parties" and individually, a "Party") shall be commenced or prosecuted in the state and federal courts located in Franklin County, Ohio, and the parties hereby consent to, and waive all defenses of lack of personal jurisdiction in respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the international Sale of Good and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Terms

of Use. In no event shall any claim, action or proceeding brought by either Party related in any way to the Site be commenced more than one (1) years after the cause of action arose.

CORRECTIONS

There may be information on the Site that contains typographical errors, inaccuracies, or omissions, and descriptions. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information in the Site at any time, without prior notice.

DISCLAIMER

The Site is provided on an as-is and as-available basis. You agree that your use of the site and our 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 site and your use thereof, including, without limitation, the implied warranties of merchantability, use of a particular purpose and non-infringement. We make no warranties or representations about the accuracy or completeness of the Site's content or the content of any websites linked to the site 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 site, (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 site (5) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the site 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 site. We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the site, 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 responsible for monitoring any transaction between. You and any third-party provider of products or services. As with the purchase of a product or service through any medium or in any environment, you would use your best judgement and exercise caution where appropriate.

LIMITATIONS OF LIABILITY

In no event will we or our directors, employees, agents, or contractors be liable to you or any third party for any direct, indirect, consequential, exemplary, special damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of the Site, even if we have been advised of the possibility of such damages, notwithstanding everything to the contrary contained herein, our liability to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you or us during the six (6) month period prior to any cause of action arising. Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages if these laws

apply to you, some or all of the above disclaimers or limitations may not apply to you, and you may have additional rights.

INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of:

1. Your contributions;
2. Use of the Site;
3. Breach of these Terms of Use;
4. Any breach of your representations and warranties set forth in these Terms of Use;
5. Your violation of the rights of a third party, including but not limited to intellectual property rights; or
6. Any overt harmful act toward any other, user of the Site with whom you connected via the Site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

USER DATA

We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site. 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 Site. 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 Site, 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 the Site, satisfy any legal requirements that such communication be in writing. You hereby agree to the use of electronic signatures, contracts, and to electronic delivery of notice's, policies, and records of transactions initiated or completed by us or via the site. 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.

CALIFORNIA USERS AND RESIDENTS

If any complaint with us is not satisfactorily resolved, you can contact the Compliant Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd, Suite N 112, Sacramento, California 95834 or by telephone (800) 952-5210 or (916) 445-1254.

MISCELLANEOUS

These Terms of Use and any policies or operating rules posted by us on the Site or in respect to the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Site. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

CONTACT US

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

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