

TERMS OF USE

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Copyrights and Copyright Agent

In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. § 512, we have designated a copyright agent to receive notice of claims of copyright infringement on this Web Site. Our copyright agent is Stephanie Boschen who may be reached by telephone at (303) 324-9742, by email at easternsuntherapeutics@gmail.com, or by postal mail at 877 S Evanston Cir, Aurora, CO 80012.

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our copyright agent with the following information required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. § 512: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single Web Site are covered by a single notification, a representative list of such works at that Web Site; (c) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (d) information reasonably sufficient to permit us to contact the complaining party such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and

(f) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

We have a policy of terminating the ability of users who (in our reasonable discretion) are repeat infringers to post submissions on the Web Site.

Restrictions on Use

As used in these Terms, "Affiliate" means Company and its Website hosting company 1&1 Internet, Inc.

You agree not to:

- (i) transmit or otherwise make available any content that is false, harmful, threatening, abusive, harassing, tortious, defamatory, libelous, disparaging (including disparaging of Company or Affiliate), vulgar, obscene, pornographic, invasive of another's privacy, or that promotes violence, racial hatred, terrorism or illegal acts or is otherwise objectionable (as determined by Company or Affiliate in its sole discretion);
- (ii) transmit or otherwise make available any content that is unlawful or infringes, violates or misappropriates any patent, trademark, trade identity right, trade secret, publicity right, privacy right, copyright or any other intellectual property or any other rights of any third party;
- (iii) upload or transmit viruses, Trojan horses or other harmful, disruptive or destructive files or post material that interferes with any third party's uninterrupted use and enjoyment of the Web Site;
- (iv) impersonate any person or entity, or otherwise disguise the origin of any content transmitted through the Web Site or to Company, including forging any TCP/IP packet header or any part of the header information in any transmission to the Web Site for any reason;
- (v) transmit or otherwise make available through the Web Site any personal advertising, junk mail, spam, chain letters, pyramid schemes or offer for sale of any products or services, except in areas specifically designated for such purposes;
- (vi) violate any applicable local, state, federal or international law, rule or regulation; or
- (vii) harass, stalk or otherwise abuse another user.

Items (i) through (vii) are collectively referred to as "Non-Approved Content."

User Forums

Any user forums or interactive areas of the Web Site ("User Forums") are provided to give users an interesting and stimulating forum to express their opinions and share their ideas and information. Company does not endorse the content in such User Forums. Company may not review every message posted by users in User Forums and is not responsible for the content of these messages. Company reserves the right to, but is not obligated to, delete, move or edit content, in whole or in part, submitted by you to a User Forum for any reason, including a determination by Company, in Company's sole discretion, that such content contains Non-Approved Content or violates any of these Terms.

In addition, Company may delete, move, edit or disclose the contents of messages when it is required to do so by law or in a good faith belief that such action is necessary to protect and defend the rights and property of Company or to protect the safety of our users or the public. To protect your safety, please use your best judgment when using User Forums, and consider carefully whether you want to disclose any information that can be used to identify or locate you.

INFORMATION YOU SUBMIT

Except as otherwise described in the Web Site's Privacy Policy, anything you submit to Company through the Web Site or otherwise (whether solicited or unsolicited), including, without limitation, any testimonials (including, without limitation, any pictures or other items submitted with the testimonials), data, questions, comments, suggestions, or personal information, is and will be treated as non-confidential and non-proprietary. You agree that Company will have the unfettered right to use, reuse, modify, alter, display, archive, store, distribute, reproduce, disclose, transmit, publish, broadcast, or post any submissions or portions of any submissions, locally, nationally or globally, in any form, media, software or technology of any kind now known or developed in the future for any purposes whatsoever including, without limitation, developing, manufacturing and marketing products using such information, creating informational articles based on the submissions, or advertising our products and services, and without remuneration of any kind. You waive any moral rights you may have in and to any of your submissions, even if such material is altered or changed in a manner not agreeable to you. You agree and understand that Company is not obligated to use any submission you make to Company through the Web Site.

Without limiting any of the foregoing, by submitting a testimonial, you acknowledge and agree that you are solely responsible for the accuracy and content of the testimonial and that no person may appear recognizably in any pictures submitted with the testimonial. You represent and warrant that the testimonial is original to you, that any picture submitted with the testimonial was photographed by you, and that no other party has any rights thereto. By submitting a testimonial, and in addition to the disclaimers/limitations on liability set forth below, you hereby release and discharge company and the Affiliates from any and all claims that you might have in connection with the use, publication, display, reproduction, distribution or exploitation of the testimonial, including, without limitation, any claims for defamation; violation of any moral or artist rights; and/or any right of privacy or publicity.

The internet may be subject to breaches of security. You should be aware that e-mail submissions over the internet may not be secure, and you should consider this before e-mailing Company any information.

DISCLAIMERS/LIMITATIONS ON LIABILITY

YOU UNDERSTAND AND AGREE THAT THE WEB SITE AND ALL MATERIAL CONTAINED ON IT ARE DISTRIBUTED "AS IS," "AS AVAILABLE," "WITH ALL FAULTS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WHETHER NOW KNOWN OR HEREAFTER ENACTED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF ANY THIRD PARTY RIGHT, FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER RIGHTS WHICH VARY BY JURISDICTION.

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YOU UNDERSTAND AND AGREE THAT COMPANY AND AFFILIATE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO ANY USER'S COMPUTER, INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SUCH SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION. THE WEB SITE MAY BE TEMPORARILY UNAVAILABLE DUE TO MAINTENANCE OR MALFUNCTION OF COMPUTER EQUIPMENT.

EXCEPT WHERE PROHIBITED: YOU AGREE THAT COMPANY AND AFFILIATE, AS APPLICABLE, ARE NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, ECONOMIC, OR PUNITIVE DAMAGES), WHETHER BASED IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF THE WEB SITE) INCLUDING, WITHOUT LIMITATION, RESULTING IN ANY WAY FROM OR IN CONNECTION WITH: (1) THE WEB SITE; (2) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY COMPANY OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR USE OF THE WEB SITE; (3) THE CONTENT; OR (4) ANY ERRORS OR OMISSIONS IN THE WEB SITE'S TECHNICAL OPERATION, EVEN IF COMPANY OR THE AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE WEB SITE CONTAINS FACTS, OPINIONS, VIEWS, STATEMENTS AND RECOMMENDATIONS OF THIRD PARTY INDIVIDUALS AND ORGANIZATIONS. THE WEB SITE DOES NOT REPRESENT OR ENDORSE THE ACCURACY, TIMELINESS, COMPLETENESS, OR RELIABILITY OF ANY FACTS, OPINIONS, VIEWS, STATEMENTS, RECOMMENDATIONS OR OTHER INFORMATION DISPLAYED, UPLOADED OR DISTRIBUTED THROUGH THE WEB SITE. YOU ACKNOWLEDGE THAT ANY RELIANCE UPON ANY SUCH FACTS, OPINIONS, VIEWS, STATEMENTS AND/OR RECOMMENDATIONS IS AT YOUR SOLE RISK. IN NO EVENT WILL COMPANY OR THE AFFILIATES BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY. NOTWITHSTANDING ANY OTHER PROVISION IN THESE TERMS, IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL COMPANY OR AFFILIATE BE LIABLE TO YOU FOR ANY REASON OR ANY CAUSE OF ACTION WHATSOEVER IN AN AMOUNT GREATER THAN ONE HUNDRED DOLLARS (\$100).

BY ACCESSING THE WEB SITE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

INDEMNIFICATION

By using the Web Site you agree to indemnify, defend and hold Company and Affiliate harmless from and against any actual or alleged claims, demands, causes of action, judgments, damages, losses, liabilities, and all costs and expenses of defense (including, without limitation, reasonable attorneys' fees and court costs) arising out of or relating to: (a) your violation of these Terms or any law, rule or regulation; (b) a claim that is based on your use of the Web Site and/or the Content; or (c) any content uploaded by you or through your computer to the Web Site or otherwise sent by you to Company (including, without limitation, any testimonials). You will cooperate as fully and reasonably as required by Company or Affiliate in the defense of any claim. Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any matter without the prior written consent of Company.

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The Web Site may provide links to or content from third-party web sites and other resources that could be of interest to our users. Your dealings or communications through the Web Site with any party other than Company are solely between you and that third party. Third-party web sites may have different privacy policies, terms and conditions, and business practices than we do.

We do not endorse, verify, make any representations, or take responsibility for the content, truthfulness, accuracy, quality or completeness of the content or activities conducted on or by such web sites. If you decide to access and use third-party web sites, you understand, acknowledge, and agree that you do so at your own risk.

Reference to any product, process, publication or service of any third party by trade name, domain name, trademark, service mark, logo, manufacturer or otherwise does not constitute or imply its endorsement or recommendation by Company or Affiliate. Views and opinions of users of the Web Site do not necessarily state or reflect those of Company or Affiliate. Neither Company nor Affiliate are responsible for the content or performance of other web sites to which the Web Site may be linked or from which the Web Site may be accessed.

LINKING POLICY

If you link to the Web Site, we require that you follow these guidelines. The link to the Web Site must not damage, dilute or tarnish the goodwill associated with any Company names or any other intellectual property, nor may the link create the false appearance that your web site and/or organization is sponsored by, endorsed by, affiliated or associated with Company. You agree that you will not link to the Web Site from any source that is unlawful, abusive, indecent or obscene, that promotes violence or illegal acts, that contains expressions of racism, that is libelous, defamatory, scandalous, or inflammatory or is otherwise inappropriate. Under no circumstances may you "frame" the Web Site or alter its intellectual property or Content in any way. Company reserves the right, in its sole discretion, to terminate a link with any web site that it deems inappropriate or inconsistent with the Web Site or these Terms.

PROMOTIONS

This Web Site may contain or offer sweepstakes or other promotions, which may be governed by a separate set of rules that describe the sweepstakes or promotion and may have eligibility requirements, such as certain age or geographic area restrictions. It is your responsibility to read those rules to determine whether or not your participation, registration or entry will be valid and to determine the sponsor's requirements of you in connection with the applicable sweepstakes or promotion.

LOCATION

Affiliate operates the Web Site in the United States. Information contained on the Web Site may not be appropriate or available for use in other locations, and access to the Web Site from territories where the content of the Web Site may be illegal is prohibited. If you access the Web Site from other locations, you do so on your own initiative and you are solely responsible for compliance with applicable laws. These Terms shall be construed and enforced in accordance with the laws of the State of Colorado, without regard to its conflicts of law principles and will specifically not be governed by the United Nations Convention on Contracts for the International Sale of Goods, if otherwise applicable. Any cause of action filed by you with respect to the Terms and/or your use of the Web Site must be filed in the County of Arapahoe, State of Colorado within ninety (90) days after the occurrence of the facts giving rise to the cause of action, otherwise the cause shall be forever barred. You hereby consent and submit to the exclusive jurisdiction and venue of the courts located in the County of Arapahoe, State of Colorado for any cause of action arising under these Terms or related to the Web Site.

ADDITIONAL TERMS

You agree to comply with all rules, laws, and regulations that are applicable to your use of the Web Site, including, without limitation, all applicable laws, rules, and regulations governing your transmission or use of any software or data.

If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provision of these Terms, which will remain in full force and effect. The section titles in these Terms are for your convenience only and do not have any legal or contractual effect.

You understand and agree that Company will determine your compliance with these Terms in its sole discretion. Any violation of these Terms may result in restrictions on your access to all or part of the Web Site and may be referred to law enforcement authorities. No waiver of any of these Terms shall be of any force or effect unless made in writing and signed by a duly authorized officer of Company. Company reserves the right, in its sole discretion, to modify or discontinue the Web Site, or any portion of the Web Site, without notice to you or any third party. Upon termination of your membership or access to the Web Site, or upon demand by Company, you must destroy all materials obtained from the Web Site and all related documentation.

We reserve the right, in our sole discretion, to modify, alter, or otherwise change these Terms. We will post any changes to these Terms on the Web Site. Your continued use of the Web Site after the posting of any change in the Terms will constitute your acceptance to be bound by any such changes.

In the event there is a discrepancy or inconsistency between the English language version and any translated version of these Terms, unless otherwise provided by law, the English version shall prevail and govern.

These Terms have an Effective Date of May 28, 2013.