

## **Soul Source Terms of Use**

**Please read these terms and conditions before using this Service. By continuing to use the Site, you agree to the Terms of Use.**

### **1. INTRODUCTION**

Welcome to the Soul Source Web Site, [www.soulsource.com](http://www.soulsource.com) (the "Site"). Soul Source Therapeutic Devices, Inc. ("we", "us" or "our") provides the Site and the information and services offered on the Site to you, subject to the following Terms of Use ("TOU"). By using the Site, you agree to be bound by these TOU. We may, in our sole discretion, modify these TOU with or without notice to you. Please continue to periodically review these TOU when using the Site. By continuing to access and use the Site after these TOU have been modified, you are agreeing to such modifications. In addition, when using particular services or features on the Site, you shall be subject to any posted guidelines or rules applicable to such services or features that may be posted from time to time, including, without limitation, any new features or functionality (including, without limitation, video and related projects) that augment or enhance the services or features. All such guidelines or rules are hereby incorporated by reference into these TOU.

### **2. DESCRIPTION OF SERVICE**

The Site contains information about Soul Source and information on how to buy Soul Source products. The Site and the information, features and services available through the Site may be referred to herein collectively as the "Service". Unless explicitly stated otherwise, any new features or services that augment or enhance the Service in the future shall be considered part of the Service and subject to these TOU. The Service is provided primarily for informational purposes, and is not guaranteed. We shall not be responsible or liable for the accuracy, completeness, usefulness or availability of any information or other content, data, text, URLs, graphics, audio and video clips, advertising or any other materials (collectively, the "Content") transmitted or made available via the Service. We shall not be responsible or liable for any decisions made in reliance on such information.

### **3. REGISTRATION**

You may be required to register for and create an account with the Service in order to access certain information and features offered through the Service, or to purchase products from the website. As part of the registration and account creation process, you will select a password and provide us with certain registration information. You are solely responsible for maintaining the confidentiality of your password(s) and for all usage or activity on your account, including the use of your account by any person using your password(s). If you choose to register with the Service or otherwise provide personal or other information to the Service, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form or other areas of the Service, and (b) maintain and promptly update such information to keep it true, accurate, current and complete. If you provide any information to us that is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to suspect that such information 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 Service (or any portion thereof).

As a condition of using the Service, you agree to the terms of Soul Source's Privacy Policy, which may be updated from time to time. Any personal or other information you provide to us is subject to our Privacy Policy (found on the footer of this website)

### **4. THIRD PARTY WEB SITES**

The Service may provide links to Web sites or resources outside of the Site. Because we have no control over external sites and resources, you acknowledge and agree that we are not responsible for the availability of such sites or resources, and do not endorse and are not responsible or liable for any Content, advertising, goods, services or other materials on, available through or provided by such sites or resources. Your correspondence or business dealings with, or participation in promotions of, any Web sites that you find or link to through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such Web sites. You agree that we shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of links to such Web sites on the Service.

### **5. SUBMISSIONS**

While we are always happy to hear from you, it is our policy not to accept or consider creative materials, ideas, or suggestions other than those we specifically request, such as part of any new features or services to the Service that permit you to post or submit content. This is to avoid any misunderstandings if your ideas are similar to those we have developed independently. Therefore we must request that you do not send to us any original creative materials such as images, original artwork, etc. Any communication or material you do transmit to the Site by email or otherwise will be treated as non-confidential and non-proprietary.

You shall be solely responsible for your own submissions, the posting of any content including, without limitations, photographs, illustrations, audio and video clips and the consequences thereof. You or a third party licensor, as appropriate, shall retain all patent, trademark and copyright to any content you submit, post or display on or through the Service and you are responsible for protecting those rights and obtaining the required consents and authorizations, as appropriate. By posting any submission and content, you hereby grant us or our affiliates a worldwide, non-exclusive, irrevocable, transferable, royalty free and perpetual license to use, copy, modify, delete in its entirety, adapt publish, translate, and/or sell and/or distribute such content for any purpose, including, without limitations, reproduction, modification, disclosure, transmission, publication, distribution, creation of derivative works, broadcast and posting in any form, medium or technology throughout the world and in perpetuity without restriction or compensation to you. We are free to use, at our sole discretion, any ideas, concepts, know-how, or techniques contained in any content or communication you send or submit to the Site for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products using such information.

You agree that you will use the Service in compliance with all applicable laws, rules and regulations. In addition, by submitting or posting any content, you represent and warrant that you own or otherwise control all of the rights to the content that you submit or post; that all "moral rights" that you may have in such content have been voluntarily waived by you; that the content is accurate; and that use of the content you supply does not violate this policy and will not cause injury to any person or entity.

You agree to indemnify us and our affiliates for all claims of every kind and nature, known and unknown, resulting from (a) a breach of your representations, warranties or obligations set forth herein, (b) your actions or content you supply, or (c) violation of any law or the rights of a third party, and hold us and our affiliates harmless from and against all damages, losses and expenses of any kind (including reasonable legal fees at market rates and costs) related to such claims. Furthermore, we reserve the right to refuse, accept, post, display, change, condense, delete or transmit any content in our sole discretion.

We do not guarantee that you will have any recourse through us or our affiliates to edit or delete any content you have submitted. We reserve the right to remove or to refuse to post any submission for any reason. You acknowledge that you, not Soul Source, are responsible for the contents of your submission. None of the content that you submit shall be subject to any obligation of confidence on the part of Soul Source, its agents, subsidiaries, affiliates, partners or third party service providers and their respective directors, officers and employees.

By submitting your email address in connection with your submission or posting of any content, you agree that Soul Source and its third party service providers may use your email address to contact you about the status of your submission and other administrative purposes.

## **6. POSTINGS**

Although we may from time to time monitor or review discussions, chats, postings, transmissions, bulletin boards, and the like on the Service, we are under no obligation to do so and assume no responsibility or liability arising from the content of any such locations nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information within such locations on the Service. You are prohibited from posting or transmitting any content or material that is, or may reasonably be considered to be, abusive, offensive, defamatory, libelous, obscene, scandalous, inflammatory, hateful, racially or religiously biased or offensive, pornographic or of a sexual nature, profane, illegal, threatening, harassing, intimidating to any person or entity or that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting any such information or materials.

All opinions expressed on our blog pages are those of the authors and not necessarily that of Soul Source Therapeutic Devices, Inc. Information provided is for information purposes only. It is not intended as and does not substitute for medical advice. If you are a patient, please see your doctor for evaluation of your individual case. Under no circumstances will the authors or us be liable to you for any direct or indirect damages arising in connection with use of this website.

Patient data that may appear on our blog pages does not reflect any real-life patient cases, and if partial information is used, it is modified to protect patient confidentiality in strict compliance with HIPAA. Any case courses and description do not follow real cases.

The appearance of external hyperlinks to other websites that may appear on a blog posting does not constitute endorsement. We do not verify, endorse, or take responsibility for the accuracy, currency, completeness or quality of the content contained on these sites.

## **7. NO PERSONAL ADVICE OR ENDORSEMENTS**

Our Site and its Content are for informational purposes only, and is not intended to replace or substitute for any professional financial, medical, legal or other advice. In addition to the disclaimers and limitations of liability set forth in Sections 13, 14 and 15 below, Soul Source and its affiliates make no representations or warranties and expressly disclaim any and all liability in connection with any information offered or provided by users of our Site. Any such information offered or provided by users are not tested, substantiated or endorsed by Soul Source and individual results may vary and may not be typical for individual consumers.

## **8. USER CODE OF CONDUCT**

We are excited that you and other users are able to use this Service to communicate with each other and share ideas on the Site. However, we want you and all users to be able to feel safe and at ease when using this Site. To do so, we have provided the following guidelines for how to upload Content on the Site in order to avoid causing harm or offense to yourself and others and to avoid having your content and postings removed from the Site.

By using the Service, you agree to these TOU including the User Code of Conduct in this Section.

The getcrackin.com community is designed where possible to manage itself. Comments posted on the Site may be reviewed by us, and may be removed if we feel, in our sole discretion, they are inconsistent with these TOU. If a user's comments are removed several times, it may be necessary to put the user "on probation" – meaning they cannot post anymore comments for a set period of time. If necessary, we may remove the user from the Site altogether at our sole discretion.

If we believe that a user's behavior is likely to cause offense or harm to other users or to us, or is otherwise unacceptable, we may issue that user with a warning, disable their account and/or terminate or otherwise restrict their access to and use of this Site. In addition, we may remove any content which they have shared or posted upon the Site. We will try to give such users warnings as outlined above, but we are not obliged to give the user any notice.

To protect our users and the reputation of the Site, we may monitor the interaction between users from time to time, but please note that we have no obligation to police it.

We will not take responsibility or liability for the conduct of any person who uses our Site. In addition, we are not responsible or liable for any loss or damage suffered as a result of the use of our Site.

We ask that in using the Site, you show courtesy and respect to other users and the property of others. You agree at all times during and in connection with your access to the Site and use of the Services:

- To behave in a respectful manner to all other users;
- Not to post, or otherwise make available, content which is, in our view, likely to impair the enjoyment and/or use of our Site by other users;
- Not to post, or otherwise make available, content that is known by you to be false, inaccurate or misleading;
- Not to breach the law or encourage any breach of the law (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);
- Not to post, or otherwise make available, content which is, in our view, abusive, offensive, defamatory, libelous, obscene, scandalous, inflammatory, hateful, racially or religiously biased or offensive, pornographic or of a sexual nature, profane, illegal, threatening, harassing, intimidating to any person or entity or that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law;
- Not to post, or otherwise make available, content which is, in breach of privacy, confidentiality or third party rights or otherwise unacceptable;
- Not to post, or otherwise make available, content which, in our view, portrays unacceptable violence;
- Not to behave in a way which is threatening, intimidating, harassing or bullying, offensive, abusive, defamatory,

discriminatory or demeaning or to stalk or violate the rights of others, including the privacy rights of other individuals;

- Not to do, cause or permit anything to be done that may infringe, damage or interfere with any copyright, moral rights, performing rights, design rights, trademark rights, trade secret or other proprietary or intellectual property rights or rights of publicity or privacy of Soul Source, its affiliates and each of their respective licensors or any third party;
- To only upload content which is an original work created by you;
- Not to upload content for which you were compensated or granted any consideration by any third party;
- Not to share any information which is confidential to any other person;
- Not to do anything which will or may damage, interfere with, disrupt access to, overburden, interrupt or impair the functionality of the Site, the materials available on the Site or any software or hardware;
- Not to post or submit any content or material that contains any computer viruses, worms or other potentially damaging computer programs or files;
- Not to obtain or attempt to obtain unauthorized access to the Site, any part of it or any private or member account areas;
- Not to obtain or seek to obtain personal information, confidential information or passwords from any other person;
- To be entirely responsible for and keep secret any password used by you (you must change your password if you believe it is no longer secret);
- Not to circumvent or attempt to circumvent any filters we may use on the Site;
- Not to do anything which may cause any liability to Soul Source or to any of its affiliates;
- To ensure that individuals featured in any audio and/or visual content you are posting are all over the age of 18;
- Not to distort or misrepresent any individual or thing;
- Not to register as or on behalf of anyone else, impersonate anyone else, seek to take on a false identity or misrepresent yourself, your identity or your age;
- Not to post, or otherwise make available, content containing financial information (such as account, credit or debit card details) or information which identifies an individual personally or is capable of identifying an individual personally (such as names, telephone numbers, URLs, email addresses or postal addresses);
- Not to post, or otherwise make available, content that includes any information that references other websites, addresses, email addresses, contact information or phone numbers;
- To respect information you obtain on our Site and use it only in accordance with this User Code of Conduct, TOU and our Privacy Policy;
- Not to advertise, promote or endorse any good or services other than those offered by us or our affiliates; and
- Not to use our Site to send any advertisements, chain letters, junk mail, "spam" material or any other form of bulk communication.

## **9. MODIFICATIONS TO SERVICE**

We reserve the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

## **10. TERMINATION**

We reserve the right, in our sole discretion, immediately and without notice to suspend or terminate these TOU, your account (if you have registered) and/or your ability to access the Site, for any reason including any breach by you of these TOU or conduct by you that we determine to be inappropriate. Without limiting the foregoing, if you post images or Content to the Site that infringe the copyright of any third party, such conduct shall be grounds for immediate termination of your account.

## **11. OUR PROPRIETARY RIGHTS**

You acknowledge and agree that the Service and any necessary software used in connection with the Service (the "Software") contain proprietary and/or confidential information, Content and other materials that are protected by applicable intellectual property and other laws (including, without limitation, copyrights, trademarks, service marks and patents). Except as expressly authorized by us, you agree not to modify, rent, lease, loan, sell, distribute, create derivative works based on, or otherwise use the Software, the Service or any Content contained thereon, in whole or in part.

"Soul Source" and "Soul Source" are registered trademarks of Paramount Growers Cooperative, Inc. ("PGC"). PGC will enforce its intellectual property rights in the trademark to the fullest extent of the law.

## **12. DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE AND ALL INFORMATION, CONTENT, SERVICES AND PRODUCTS OBTAINED THROUGH THE SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICE OR THE INFORMATION, CONTENT, SERVICES OR PRODUCTS INCLUDED OR OFFERED ON OR THROUGH THE SERVICE, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
2. b. WE MAKE NO WARRANTY THAT (i) THE SERVICE OR ANY INFORMATION, CONTENT, SERVICES OR PRODUCTS OBTAINED THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR ANY INFORMATION, CONTENT, SERVICES OR PRODUCTS PROVIDED THEREIN WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY SERVICES OR INFORMATION OR CONTENT OR PRODUCTS OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.
3. c. ANY MATERIAL OBTAINED FROM THROUGH THE USE OF THE SERVICE IS OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM OBTAINING ANY SUCH MATERIAL.
4. d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR FROM OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF SERVICE.

### **13. LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE OR ANY PRODUCT OBTAINED THROUGH THE SERVICE; (ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iii) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (iv) ANY OTHER MATTER RELATING TO THE SERVICE.

### **14. EXCLUSIONS AND LIMITATIONS**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

### **15. NOTICE**

The Service may provide notices to you including, without limitation, notices of changes to these TOU or other matters by displaying such notices or links to such notices to you generally on the Service.

### **16. DIGITAL MILLENNIUM COPYRIGHT ACT**

We are under no obligation to, and do not, scan content used in connection with the Service for the inclusion of illegal or impermissible content. However, we respect the copyright interests of others. It is our policy not to permit materials known by us to infringe another party's copyright to remain on the Site.

If you believe that your work has been copied in a way that constitutes copyright infringement, you should provide us with written notice that contains the following information required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act ("DMCA"), 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 copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (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 e-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. All DMCA notices should be sent to:

Email: [info@soulsource.com](mailto:info@soulsource.com)

## **17. ARBITRATION**

The sole and exclusive jurisdiction and venue for resolving any controversy or claim arising out of or relating to the TOU or the Service shall be through binding arbitration in Los Angeles County, California, including, without limitation, any dispute with respect to this arbitration provision, any claim in tort, or any claim for violation of any federal, state or local statute, or ordinance or regulation. The arbitration shall be conducted by JAMS/Endispute (“JAMS”), whose rules applicable to such disputes shall be in force, and judgment or the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. There shall be one arbitrator to be mutually selected by the parties, and if the parties cannot so select, the arbitrator shall be appointed by JAMS. The fees of the arbitrator, administrative fees, and the other fees and costs of the arbitration, including, but not limited to, the cost of any record or transcripts of the arbitration, shall be advanced by the parties to the arbitration in equal portions, and, in addition thereto, each such party shall advance the fees of its own attorneys, the expenses of its witnesses and all other expenses connected with presenting its case. THE PARTIES HERETO WAIVE THE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY ARBITRABLE CONTROVERSY OR CLAIM.

## **18. GENERAL INFORMATION**

These TOU constitute the entire agreement between you and us and govern your use of the Service, superceding any prior agreements between you and us. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. These TOU and the relationship between you and us shall be governed by the laws of the State of California without regard to its conflict of law provisions. Unless otherwise provided herein, you and we agree to submit to the personal and exclusive jurisdiction and venue of the courts located within the state of California. Any failure on our part to exercise or enforce any right or provision of these TOU shall not constitute a waiver of such right or provision. If any provision of these TOU is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties’ intentions as reflected in the provision, and the other provisions of these TOU remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these TOU must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## **19. CONTACTING US**

If you have any questions or comments about these terms, please contact us at the address listed above. Please report any violations of the TOU to [info@soulsource.com](mailto:info@soulsource.com).