

# TERMS OF USE

## 1. Acceptance of Terms

THESE TERMS AND CONDITIONS MAY HAVE CHANGED SINCE YOUR LAST VISIT TO THE SITE. BY USING THE SITE YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.

Club Sparkle USA is a Zenza Life Sciences company.

Club Sparkle USA (collectively “Club Sparkle” or “we”, “us”, “our”) provides access to the Club Sparkle web site, located at [www.clubsparkleusa.com](http://www.clubsparkleusa.com) (the “Site”) subject to your acceptance of this Club Sparkle USA Web Site User Agreement (“Agreement”). Club Sparkle may update this Agreement from time to time without prior notice to you. We encourage you to review this Agreement periodically for any updates or changes.

By accessing, browsing, framing, using and/or linking to the Site, you become a User (defined herein in Section 2) and agree to be bound by the terms of this Agreement. When using a particular feature of the Site, you may also be subject to any posted guidelines, rules, terms of service, acceptable use policies, privacy policies, or other contractual provision as noted. In the event of a conflict between any other agreement, rule, policies, or terms of service and this Agreement, the provisions of this Agreement shall govern. If you have any questions about this User Agreement please contact Club Sparkle by e-mail at [legal@clubsparkleusa.com](mailto:legal@clubsparkleusa.com) before using the Site.

We will communicate with you by email or by posting notices on this Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

If you are a Club Sparkle Member, you agree that your use of this Site is subject not only to these Terms of Use but also to the terms and conditions of your Member Agreement.

## 2. Types of Users

Any person accessing, browsing, or otherwise using the Site, either manually or via an automated device or program, shall be deemed a “User” under this Agreement. By accessing this Site and becoming a User you certify that you are 18 years of age or older. If you are under the age of 18

but are at least 13 years old you may use this Site only under the supervision of a parent or legal guardian who has agreed to be bound by these Terms of Use.

### 3. Privacy

You agree that you have read and understand the terms of Club Sparkle's Privacy Policy, which can be accessed at the bottom of [www.clubsparkleusa.com](http://www.clubsparkleusa.com) and is incorporated by reference into this Agreement as if fully set forth herein.

### 4. Use of the Site; Modifications

(a) You understand that Club Sparkle cannot and does not guarantee or warrant that files available for downloading from the Site will be free of infection or viruses, worms, Trojan horses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Site for the reconstruction of any lost data.

(b) Club Sparkle reserves the right to add to, modify or discontinue the Site or portions of the Site at any time in its sole discretion. Any such additions, modifications or discontinuations will be subject to this Agreement.

(c) Club Sparkle Independent VIP Members. Club Sparkle Independent VIP Members and Affiliates ("Members") are independent third-party contractors of Club Sparkle and Club Sparkle is not responsible or liable for the statements, acts or omissions of such Members, whether in connection with this website or in any other context. You acknowledge and agree that Club Sparkle has no control over, and is not responsible or liable for any information, in any medium, provided to you by a Member. Club Sparkle does not confirm the accuracy or reliability of any materials created or distributed by Member in any medium, including, but not limited to, the internet.

### 5. System Integrity

You may not use any device, software or routine to interfere with the proper working of the Site. You may not take any action that imposes an unreasonable burden upon the infrastructure used to support the efficient operation of the Site including but not limited to unsolicited e-mail (i.e. "Spam").

## 6. RISK; INTERNET USE

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND THE INTERNET. YOU ACKNOWLEDGE AND AGREE THAT ANY UPLOADS OR TRANSMISSIONS YOU MAKE MAY BE INTERCEPTED AND USED BY AN UNAUTHORIZED THIRD PARTY AND THAT ALL OF THE RISK ASSOCIATED THEREWITH IS SOLELY YOURS.

## 7. NO WARRANTIES

CLUB SPARKLE DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SITE, THE SITE CONTENT, ANY MERCHANDISE OR SERVICES PROVIDED THROUGH THE SITE OR ON THE INTERNET GENERALLY, UNLESS SPECIFICALLY STATED ON THE SITE FOR A PARTICULAR PRODUCT OR SERVICE AND CLUB SPARKLE SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY TRANSACTIONS ENTERED INTO THROUGH THE SITE. SOME STATES MAY NOT PERMIT THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU.

CLUB SPARKLE DOES NOT WARRANT THAT THE SITE OR SERVICES WILL MEET USER REQUIREMENTS, OR THAT THE SITE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SITE WILL BE CORRECTED. THE SITE AND THE CONTENT AND SERVICES MADE AVAILABLE ON THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

## 8. System Outages

Club Sparkle periodically schedules system downtime for maintenance and other purposes. Unplanned system outages also may occur. Club Sparkle shall have no liability whatsoever for the resulting unavailability of the Site or for any loss of data or transactions caused by planned or unplanned system outages or the resultant delay, mis-delivery, non-delivery of information caused by such system outages, or any third-party acts or any other outages of web host providers or the Internet infrastructure and network external to the Site.

## 9. Indemnification

You agree to indemnify, defend and hold Club Sparkle and its parent company, affiliates, subsidiaries, officers, directors, employees and agents harmless from and against any and all

claims, demands, actions, costs, liabilities, losses and damages of any kind (including actual attorneys' fees) resulting from (i) your use, misuse or abuse of the Site, (ii) your misuse of services or goods provided through the Site, or (iii) your breach of any provision of this Agreement. You will cooperate as fully as reasonably required in Club Sparkle's defense of any claim. Club Sparkle 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 written consent of Club Sparkle.

#### 10. Intellectual Property

The contents of the Site, such as text, graphics, logos, audio clips, video, photographs, software, and other information (the "Content") is the property of Club Sparkle and/or its affiliates or partners and is protected by federal and international copyright and trademark laws, or other proprietary rights. These rights are protected in all forms, media and technologies existing now or hereinafter developed. You may print and download portions of material from the different areas of the Site solely for your personal non-commercial use or your non-commercial use within your organization or as otherwise permitted. No portion of the Content may be reprinted, republished, modified, or distributed in any form without the express written permission of Club Sparkle. You may not, and this Agreement does not give you permission to, reproduce, reverse engineer, decompile, disassemble, modify, transmit, sell, distribute, license or create derivative works with respect to the Site. Certain content may be licensed from third parties and all such third-party content and all intellectual property rights related to the content belong to the respective third parties. You may not remove, alter or modify any copyright, trademark or other intellectual property or proprietary notice or legend contained on the Site or the Content. Any rights not expressly granted by this Agreement or any applicable end-user license agreements are reserved by Club Sparkle.

Nothing contained herein shall be construed as conferring by implication, estoppel or otherwise any license or right under any patent or trademark of Club Sparkle or any third party. Except as expressly provided above, nothing contained herein shall be construed as conferring any license or rights under any Club Sparkle copyright.

#### 11. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL CLUB SPARKLE OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DISTRIBUTING THE SITE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES) THAT RESULT FROM (I) THE USE OF OR INABILITY TO USE THE SITE (II) THE COST OF PROCUREMENT OF SUBSTITUTE MERCHANDISE OR SERVICES RESULTING FROM ANY MERCHANDISE, DATA, CONTENT OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SITE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; OR (V) ANY OTHER MATTER RELATING TO THE SITE. YOU HEREBY ACKNOWLEDGE THAT THIS PARAGRAPH SHALL APPLY TO ALL CONTENT, MERCHANDISE, AND SERVICES AVAILABLE THROUGH THE SITE. IN NO EVENT SHALL CLUB SPARKLE'S TOTAL CUMMULATIVE LIABILITY UNDER THESE TERMS EXCEED THE LESSER AMOUNT OF ANY FEES PAID, IF ANY TO CLUB SPARKLE FOR THE USE OF THE SITE BY YOU, OR \$40. BECAUSE SOME STATES MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES LIABILITY IS LIMITED TO THE LEAST AMOUNT PERMITTED BY LAW. THE LIMITATIONS OF LIABILITY PROVIDED IN THIS AGREEMENT INURE TO THE BENEFIT OF CLUB SPARKLE, OUR PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND TO ALL OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS AND AGENTS.

## 12. Your Account Obligations

In consideration of your use of the Site you agree to: (i) provide true, accurate, and current and complete information about yourself or your organization as prompted by the Site (the "Member Registration Information"); and (ii) maintain and update the Member Registration Information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we may suspend or terminate your account and decline to permit your continued use of the Site and future access to the Site. You are responsible for maintaining the confidentiality of your password and Sparkle ID Number, and are fully responsible for all activities that occur under your account number and password. You agree that your password may be used to attribute an electronic record and electronic signature to you. Therefore, you shall not disclose your passwords or account identification information to third parties. You agree to immediately notify us of any unauthorized use of your password or any other breach of security. Club Sparkle shall not, in any manner, be responsible or liable for fraudulent purchases that are made using your compromised password.

## 13. Purchases and Product Pricing

(a) Product Purchases and Pricing. All billing and other information submitted to this Site must be truthful and accurate. Providing any untruthful or inaccurate information is a breach of these

Terms of Use, and, if you are a Member, may also be a breach of your Member Agreement. By completing the checkout process you agree to accept and to pay for the product(s) or service(s) requested. You represent and warrant that you have the legal right to use any credit card or other payment means used to complete any transaction.

In the event a product is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information, Club Sparkle shall have the right to refuse or cancel any orders placed for product listed at the incorrect price. Club Sparkle shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and the User's credit card charged. Club Sparkle reserves the right in its sole discretion to refuse or cancel any order for any reason. If your credit card has already been charged for the purchase and your order is canceled, Club Sparkle shall immediately issue a credit to your credit card account in the amount of the charge.

Club Sparkle attempts to be accurate in all product descriptions. Nevertheless, Club Sparkle does not warrant that any product description or other content on the Site is accurate, complete, reliable, current, or error free. If you find a product is not as described your sole remedy is to return it pursuant to Club Sparkle's return policy.

Club Sparkle reserves the right, with or without prior notice, (a) to impose conditions on the honoring of any coupon, coupon code, promotional code or other promotion, (b) change a product description, (c) adjust price or points, (d) limit the availability of any product or service, (e) refuse to provide any User, Member or customer with any services.

(b) Promotions. This Site may contain contests or promotions that require you to send material or information about yourself or your Membership in order to participate. Please note that any such contest or promotion offered through the Site may be governed by a separate set of terms and conditions, that may include, among other things, eligibility requirements such as age limits and geographical restrictions. If you decide to participate in such contests or promotions it will be your responsibility to familiarize yourself with any relevant terms and conditions, and by your participation you agree to comply with any such terms and conditions which shall be binding and final in all respects.

(c) Refunds. The primary purpose of Club Sparkle and its Members is to sell high quality products to customers. If you desire to return a Club Sparkle product, then please consult the return

policies. All Club Sparkle USA orders will be charged by the main company, Zenza Life Sciences, and therefore any credit card refunds will also be processed by Zenza Life Sciences.

(d) Any claim or cause of action with respect to this Site must be commenced within one year after the claim arises. Price and availability of any Club Sparkle Product or Service may be changed at any time without notice.

#### 14. No Endorsement of Content and Links to Other Web Sites

Any links to other sites are provided as merely a convenience to the Users of this Site. This Site may provide links or references to other sites, but Club Sparkle has not reviewed all of these other sites, has no responsibility for the content of such other sites and shall not be liable for any damages or injury arising from any such content. Club Sparkle does not endorse or make any representations about these sites, or any information or other products or materials found there, or any results that may be obtained from using them. If you decide to access any of these other sites linked to this Site, you do so entirely at your own risk.

#### 15. Linking and Framing the Site

Unless a User has a written agreement in effect with Club Sparkle that states otherwise, a User may only provide a hyperlink to the Site on another web site if the User complies with all of the following: (a) the link must be a text-only link clearly marked "Club Sparkle" or the link must "point" to the URL <http://www.clubsparkleusa.com> and not to other pages within the Site; (c) the link, when activated by a User, must display the Site full-screen and not within a "frame" on the linking web site; and (d) the appearance, position and other aspects of the link must not be such as to damage or dilute the goodwill associated with the Club Sparkle name and trademarks or create the false appearance Club Sparkle is associated with, or a sponsor of, the linking web site. By providing this consent, Club Sparkle is not foregoing its ownership or rights in any trademarks, copyrights, patents or any other forms of intellectual property associated with the Site. Club Sparkle reserves the right to revoke its consent to any link at any time in its sole discretion.

#### 16. Governing Law

This Agreement and access to the Site shall be governed by and construed in accordance with the law of the state of Nevada, exclusive of its choice of law rules and matters affecting copyrights, trademarks and patents under U.S. federal law.

## 17. Choice of Forum

(a) Club Sparkle VIP Members, Affiliates and Preferred Customers. If you are a Club Sparkle VIP Member, Affiliate or a Preferred Customer, then any dispute arising out of or relating to the use of the Site or purchases of services made through the Site will be resolved through the arbitration procedure set forth in the Policies and Procedures or your agreement with the company.

(b) Other Users. You hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the state of Nevada and of the United States of America located in Nevada for any litigation arising out of or relating to use of the Site or purchases of services made through the Site (and agree not to commence any litigation relating thereto except in such courts). You hereby irrevocably and unconditionally waive any objection to the laying of venue of any such litigation in the courts of the state of Nevada and agree not to plead or claim in any court in the state of Nevada that such litigation brought therein has been brought in an inconvenient forum.

## 18. International Users

You may not use this Site in violation of any U.S. export laws or regulations. Club Sparkle makes no claims that the Content is appropriate or may be downloaded outside of the United States. Access to the Content may not be legal in certain countries or for certain persons. If you access the Site from outside of the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction, notwithstanding sections 16 and 17 above.

## 19. User Feedback

Should any User respond to Club Sparkle with information including feedback, such as questions, requests, opinions, comments, suggestions, or the like regarding the content of any Club Sparkle document, the Site, or Club Sparkle services, such information shall be deemed to be non-confidential and Club Sparkle shall have no obligation of any kind with respect to such information and shall be free to reproduce, use, disclose and distribute the information to others without limitation. Club Sparkle shall be free to use any ideas, concepts, know how or techniques contained in such information for any purpose whatsoever including but not limited to developing, manufacturing and marketing products incorporating such information.

## 20. Acceptable and Lawful Use of the Site

Any information provided to Club Sparkle in connection with use of the Site: (a) shall not be false, inaccurate or misleading; (b) shall not be obscene or indecent; (c) shall not contain any viruses, Trojan horses, worms or other computer programming routines that are intended to damage,



detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (d) shall not infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (e) shall not be defamatory, libelous, unlawfully threatening or harassing; and (f) shall not create liability for Club Sparkle or cause us to lose the services of our Internet service providers or other suppliers. The sender of any communications to this Site or otherwise to Club Sparkle shall be responsible for the content and information contained therein, including its truthfulness and accuracy. This Site is provided as a service to its visitors. Club Sparkle reserves the right to delete, modify or supplement the Content of this Site at any time for any reason without notification to anyone.

#### 21. Severability

In the event that one or more portions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such validity, illegality or unenforceability shall not affect any other provision contained in this Agreement.

#### 22. Headings

The headings used throughout this Agreement are solely for the convenience of reference and are not to be used as an aid in the interpretation of this Agreement.

#### 23. No Waiver

Any delay or failure by you or Club Sparkle, at any time or times, to require performance of any provision hereof shall in no manner affect your or Club Sparkle's right at a later time to enforce such provision. No delay or failure of you or Club Sparkle in exercising any right hereunder shall constitute a waiver of such right or any other rights hereunder.

#### 24. Termination

Club Sparkle may immediately issue a warning, suspend or terminate your access to the Site for breach of this Agreement (or any other agreement or policy incorporated by reference herein), or if we are unable to verify or authenticate any information you provide to us, or for any other reason in our discretion. You may terminate your account by contacting us at [support@clubsparkleusa.com](mailto:support@clubsparkleusa.com). If you terminate your account you must terminate any use of the Site. In the event these Terms of Use are terminated, the representations and warranties, indemnities, and limitations of liabilities set forth in these Terms of Use will survive.

## 25. Policy Regarding Copyright Infringement and Designation of a Copyright Agent

Club Sparkle's policy regarding copyright infringement and Club Sparkle's designated agent for receipt of copyright infringement claims pursuant to the Digital Millennium Copyright Act (17 USC § 512) is set forth below:

### CLUB SPARKLE COPYRIGHT NOTICE

Club Sparkle USA is a Zenza Life Sciences company, and therefore all Copyrights belong to Zenza Life Sciences. Club Sparkle and its VIP Members, Affiliates, Users and subsidiaries ("Club Sparkle") respect the intellectual property rights of others and requires those who visit our Site to do the same. Club Sparkle may, in appropriate circumstances and at its discretion, remove or disable access to material on its Site that infringes upon the copyright rights of others. Club Sparkle also may, at its discretion, remove or disable links or references to an online location that contains infringing material or infringing activity.

If you believe that your work has been used on our Site in any manner that constitutes copyright infringement, please notify Zenza Life Sciences' copyright agent by written notice. The notice should include the following information:

- An electronic or physical signature of a person authorized to act on behalf of the owner of the copyright allegedly infringed;
- A description of the copyrighted work you claim has been infringed, including a copy of the copyrighted work or the web page address where the copyrighted work may be found;
- Identification of the location on our Site of the material you claim has been infringed, or the link or reference to another web site that contains the material you claim has been infringed;
- Your name, address, telephone number and email address;
- A statement by you that you have a good faith belief that the disputed use of the material at issue is not authorized by the copyright owner, the agent of the copyright owner or the law; and
- A statement by you, under penalty of perjury, that the information in this notification is accurate and that you are the copyright owner of the material allegedly infringed or authorized to act on the copyright owner's behalf.

For notice of claims of copyright infringement on this Site please direct attention to the "legal department" at the contact information below:

By mail:

Club Sparkle USA c/o Zenza Life Sciences, LLC

3525 W. Cheyenne Ave., Suite 109  
North Las Vegas, NV 89032

By email:

[support@clubsparkleusa.com](mailto:support@clubsparkleusa.com)

By fax:

(702) 877-4329

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