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## Terms of Use

Keto-BEAM operates this website (the “Site”) to provide online product purchasing and access to information about Keto-BEAM products we provide (the “Service”). By accessing and using this Site, you agree to each of the terms and conditions set forth herein (“Terms of Use”). Additional terms and conditions applicable to specific areas of this Site or to particular content or transactions are also posted in particular areas of the Site and, together with these Terms of Use, govern your use of those areas, content or transactions. These Terms of Use, together with applicable additional terms and conditions, are referred to herein as the “Agreement.”

Keto-BEAM reserves the right to modify this Agreement at any time without giving you prior notice. Your use of the Site following any such modification constitutes your agreement to follow and be bound by the Agreement as modified. The last date these Terms of Use were revised is set forth below.

### 1. Use of Site

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#### **5. Downloading Files**

Keto-BEAM cannot and does not guarantee or warrant that files available for downloading through the Site will be free of infection by software viruses or other harmful computer code, files or programs.

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#### **7. Limitation of Liability**

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BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH STATES, KETO-BEAM'S LIABILITY IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED \$100.00.

## **8. Indemnification**

You understand and agree that you are personally responsible for your behavior on the Site. You agree to indemnify, defend and hold harmless Keto-BEAM, its parent companies, subsidiaries, affiliated companies, joint ventures, business partners, licensors, employees, agents, and any third-party information providers to the Service from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use the Site, the Service, or the Content, or any violation by you of this Agreement.

## **9. Privacy**

Keto-BEAM 's Privacy Policy is available from the website footer. The Privacy Policy is incorporated herein by reference.

## **10. User Conduct**

You agree to use the Site only for lawful purposes. You agree not to take any action that might compromise the security of the Site, render the Site inaccessible to others or otherwise cause damage to the Site or the Content. You agree not to add to, subtract from, or otherwise modify the Content, or to attempt to access any Content that is not intended for you. You agree not to use the Site in any manner that might interfere with the rights of third parties.

## **11. Unsolicited Idea Submission Policy**

Keto-BEAM does welcome feedback regarding many areas of Keto-BEAM 's existing businesses that will help satisfy customer's needs, and feedback can be provided through the contact areas on the Site. Any feedback or ideas that you provide shall be deemed an unsolicited User Submission and you agree that (1) your idea will automatically become the property of NamanaLiri™, without any compensation to you; (2) Keto-BEAM will have no obligation to return your idea to you or respond to you in any way; (3) Keto-BEAM will have no obligation to keep your idea confidential; and (4) Keto-BEAM may use your idea for any purpose whatsoever, including giving your idea to others.

## **12. User Supplied Information**

You agree that any material, information, or data you transmit to us or post to the Site (each a "Submission" or collectively "Submissions") will be considered non confidential and non-proprietary. For all Submissions, (1) you guarantee to us that you have the legal right to post the Submission and that it will not violate any law or the rights of any person or entity, and (2) you give Keto-BEAM the royalty-free, irrevocable, perpetual, worldwide right to use, distribute, display and create derivative works from the Submission, in any and all media, in any manner, in whole or in part, without any restriction or responsibilities to you.

## **13. Password Security**

If you create a user profile on this website, you are responsible for maintaining the confidentiality of your identification and password information, and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your identification and password.

#### **14. General Provisions**

**a. Entire Agreement/No Waiver.** These Terms of Use constitute the entire agreement of the parties with respect to the subject matter hereof. No waiver by Keto-BEAM of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

**b. Correction of Errors and Inaccuracies.** The Content may contain typographical errors or other errors or inaccuracies and may not be complete or current. Keto-BEAM therefore reserves the right to correct any errors, inaccuracies or omissions and to change or update the Content at any time without prior notice. Keto-BEAM does not, however, guarantee that any errors, inaccuracies or omissions will be corrected.

**c. Enforcement/ Choice of Law/ Choice of Forum.** If any part of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, it will not impact any other provision of this Agreement, all of which will remain in full force and effect. Any and all disputes relating to this Agreement, Keto-BEAM 's Privacy Policy, your use of the Site, or the Content are governed by, and will be interpreted in accordance with, the laws of the State of Oregon, without regard to any conflict of laws or provisions. Any dispute arising here from shall be heard exclusively in Multnomah County, Oregon.

**Effective Date:** 4/1/18