

# WHAT ARE THE TERMS AND CONDITIONS?

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Welcome to SOLID DRIP ("App"). This App is owned and operated by the SOLID DRIP Group ("Company" "SOLID DRIP") (collectively "we" and "us"). In addition to the Content on the App, the App provides you with various shopping, e-commerce, and news services ("Services"). Please read these Terms and Conditions of Use ("Terms") carefully before using our App and the Services. If you choose to continue to use or access this App after having the opportunity to read these Terms, you recognize that SOLID DRIP has provided valuable consideration by offering this App free of charge, and in exchange for that valuable consideration, you agree to the Terms hereof. If you do not agree to these Terms, please do not use the App and exit immediately and delete App from device.

We reserve the right to modify or amend the Terms from time to time without notice. Your continued use of our App following the posting of changes to these terms will mean you accept those changes. Additional terms and conditions may apply to the purchase of products, such as shipping and return policies. By using this App, you agree to such terms and conditions, as well as these Terms and our Privacy Policy (collectively, the "Agreement").

## THESE TERMS INCLUDE AN AGREEMENT TO SUBMIT CLAIMS EXCLUSIVELY TO INDIVIDUAL (NON-CLASS) ARBITRATION. SEE BELOW.

### 1. COPYRIGHT AND

# OWNERSHIP

All of the content featured or displayed on the App, including without limitation text, graphics, photographs, images, moving images, sound, and illustrations (“Content”), is owned by SOLID DRIP, its licensors, vendors, agents, and/or its Content providers. All elements of the App, including without limitation the general design and the Content, are protected by trade dress, copyright, moral rights, trademark, and other laws relating to intellectual property rights. The Services and the App may only be used for the intended purpose for which such App and Services are being made available. Except as may be otherwise indicated in specific documents within the App, you are authorized to view, play, print, and download documents, audio, and video found on our App for personal, informational, and noncommercial purposes only. You may not modify any of the materials and you may not copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information or work contained on the App. Except as authorized under the copyright laws, you are responsible for obtaining permission before reusing any copyrighted material that is available on the App. For purposes of these Terms, the use of any such material on any other web site or networked computer environment is prohibited. You shall comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding your use of the App and Services. The App, its Content, and all related rights shall remain the exclusive property of SOLID DRIP or its licensors unless otherwise expressly agreed. You will not remove any copyright, trademark, or other proprietary notices from material found on these App.

## 2. PRODUCTS, CONTENT AND SPECIFICATIONS

All features, content, specifications, products, and prices of products and services described or depicted on this App are subject to change at any time without notice. Certain weights, measures, and similar descriptions are approximate and are provided for convenience purposes only. We make all reasonable efforts to accurately display the attributes of our products, including the applicable colors; however, the actual color you see will depend on your mobile device, and we cannot guarantee that your

computer will accurately display such colors. The inclusion of any products or services on this App at a particular time does not imply or warrant that these products or services will be available at any time. It is your responsibility to ascertain and obey all applicable local, state, federal, and international laws (including minimum age requirements) in regard to the possession, use, and sale of any item purchased from this App. By placing an order, you represent that the products ordered will be used only in a lawful manner. All videocassettes, DVDs, and similar products sold are for private, home use (where no admission fee is charged), non-public performance and may not be duplicated.

Content on this App may include images of people playing sports and exercising. Please be aware that we are not familiar with your individual physical characteristics and health. Before you begin an exercise program, you should get a medical checkup. It is important that you warm-up and stretch before engaging in physical activity and that you use common sense while engaging in physical activity. If you experience any pain, feel weak, dizzy, or exhausted, or become short of breath, immediately stop your workout. When you engage in physical activity, you assume all inherent risks.

### 3. SHIPPING LIMITATIONS

When an order is placed, it will be shipping to an address designated by the purchaser as long as that shipping address is compliant with the shipping restrictions contained on this App. All purchases from this App are made pursuant to a shipment contract. As a result, risk of loss and title for items purchased from this App pass to you upon delivery of the items to the carrier.

### 4. ACCURACY OF INFORMATION

We attempt to ensure that information on this App is complete, accurate, and current. Despite our efforts, the information on this App may occasionally be inaccurate, incomplete, or out of date. Except as prohibited by applicable New Jersey law, we make no representation as to the completeness, accuracy, or currency of any information on this App. For example, products included on this App may be unavailable, may have

different attributes than those listed, or may actually carry a different price than that stated on this App. In addition, we may make changes in information about price and availability without notice. While it is our practice to confirm orders by email, the receipt of an email order confirmation does not constitute our acceptance of an order or our confirmation of an offer to sell a product or service. We reserve the right, without prior notice, to limit the order quantity on any product or service and/or to refuse service to any customer. We also may require verification of information prior to the acceptance and/or shipment of any order.

## 5. THIRD-PARTY LINKS

From time to time, this App may contain links to web sites that are not owned, operated, or controlled by SOLID DRIP or its affiliates. All such links are provided solely as a convenience to you. If you use these links, you will leave this App. Neither we nor any of our respective affiliates are responsible for any content, materials, or other information located on or accessible from any other web site. Neither we nor any of our respective affiliates endorse, guarantee, or make any representations or warranties regarding any other web sites, or any content, materials, or other information located or accessible from any other web sites, or the results that you may obtain from using any other web sites. If you decide to access any other web sites linked to or from this web site, you do so entirely at your own risk.

## 6. UNAUTHORIZED USE OF COMPUTER SYSTEM

You are prohibited from posting or sending any unlawful, threatening, defamatory, libelous, obscene, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense or give rise to civil liability, or otherwise violate any law. Such violations may subject the sender and his or her agents to civil and criminal penalties. You further understand and agree that sending unsolicited email advertisements to any user of the App or the App or through Voice computer systems is expressly prohibited by these Terms. Any such unauthorized use of our computer systems is a violation of these Terms and applicable “anti-spam” laws. In addition to any

remedies that we may have at law or in equity, if we determine, in our sole discretion, that you have violated or are likely to violate the foregoing prohibitions, we may take any action we deem necessary to cure or prevent the violation, including without limitation, the immediate removal of the related materials from this App. We will fully cooperate with any law enforcement authorities or court order or subpoena requesting or directing us to disclose the identity of anyone posting such materials.

## 7. ACCOUNT SECURITY

You are entirely responsible for the security and confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to immediately notify us of any unauthorized use of your account or any other breach of security of which you become aware. You are responsible for taking precautions and providing security measures best suited for your situation and intended use of the Services and App.

## 8. USER GENERATED CONTENT – INFORMATION CONTROL

All opinions, remarks, comments, artwork, graphics, photographs, links, questions, suggestions, information, videos and other materials that you or other users of the App post to the App or transmit using the App (“User-Generated Content”) do not represent the views of SOLID DRIP or any individual associated with SOLID DRIP, and we do not control this User Generated Content. In no event shall you represent or suggest, directly or indirectly, SOLID DRIP endorsement of User Generated Content. SOLID DRIP does not vouch for the accuracy or credibility of any User Generated Content on our App, and does not take any responsibility or assume any liability for any actions you may take as a result of reading User Generated Content on our App. Through your use of the App and Services, you may be exposed to User-Generated Content that you may find offensive, objectionable, harmful, inaccurate, or deceptive. There may also be risks of dealing with underage persons, people acting under false pretense, international trade issues, and foreign nationals. By using our App, you

assume all associated risks.

## 9. USER GENERATED CONTENT – YOUR LICENSE TO US

User-Generated Content remains the intellectual property of the individual user. By posting User Generated Content on our App, you grant SOLID DRIP a non-exclusive, perpetual, irrevocable, royalty-free, worldwide, fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such User Generated Content throughout the world in any media, whether now known or hereafter discovered. In addition, you warrant that all so-called "moral rights" in those materials have been waived.

## 10. FEES

For all charges for any products and services sold on the App, SOLID DRIP will bill your credit card or alternative payment method offered by SOLID DRIP. Any seasonal surcharges will be included in your order's delivery total and are non-refundable. In the event legal action is necessary to collect on balances due, you agree to reimburse SOLID DRIP for all expenses incurred to recover sums due, including attorneys' fees and other legal expenses. You are responsible for purchase of, and payment of charges for, all Internet access services and telecommunications services needed for use of this App.

## 11. ACCESS AND INTERFERENCE

You agree that you will not use any robot, spider, scraper, or other automated means to access the App for any purpose without our express written permission. Additionally, you agree that you will not: (i) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) interfere or attempt

to interfere with the proper working of the App or any activities conducted on the App; or (iii) bypass any measures we may use to prevent or restrict access to the App.

## 12. FORCE MAJEURE

Neither SOLID DRIP nor you shall be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond their reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers.

## 13. PRIVACY

Your use of our App and Services is subject to our Privacy Policy. Please read our Privacy Policy.

## 14. DISCLAIMER

Except as prohibited by applicable New Jersey law, the information, materials, and services provided on or through this App are provided “as is” without any warranties of any kind including warranties of merchantability, fitness for a particular purpose, or non-infringement of intellectual property. Except as prohibited by applicable New Jersey law, neither SOLID DRIP nor any of its respective affiliates (i) warrant the accuracy or completeness of the information, materials or services provided on or through the App or (ii) makes any commitments or assumes any duty to update such information, materials or services.

Neither SOLID DRIP, nor any of its respective affiliates, warrants that the functions contained in this App will be uninterrupted or error-free, that defects will be corrected, or that the server that makes the content available will be free of viruses or other harmful components.

Except as prohibited by applicable New Jersey law, we hereby disclaim all warranties of any kind, either express or implied, including, any implied

warranties with respect to the products and services listed or purchased on or through this App. Without limiting the generality of the foregoing, we hereby expressly disclaim all liability for product defect or failure, claims that are due to normal wear, product misuse, abuse, product modification, improper product selection, non-compliance with any codes, or misappropriation, except as prohibited by applicable New Jersey law. We make no warranties to those defined as “consumers” in the Magnuson-Moss Warranty Act.

## 15. LIMITATION OF LIABILITY

Your use of the App is at your own risk. You agree that our sole obligation to you is to provide the App “as is.” Except as prohibited by applicable New Jersey law, neither SOLID DRIP nor any of its employees, officers, directors nor any of its agents or any other party involved in creating, producing, or delivering the App shall be liable to you or to any third party for your use of, or the inability to use, the App and its Content except in cases of (a) gross negligence, recklessness, or an act of knowing or intentional willful misconduct; or (b) a violation of a consumer protection statute in connection with the App.

Except as prohibited by applicable New Jersey law, in no event will SOLID DRIP or any of their respective officers, directors, employees, shareholders, affiliates, agents, successors or assigns, nor any party involved in the creation, production, or transmission of this App, be liable to you or anyone else for any indirect, special, punitive, incidental or consequential damages (including, without limitation, those resulting from lost profits, lost data or business interruption) arising out of the use, inability to use, or the results of use of the App, any web sites linked to this App, and its Content, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages. Please refer to your local laws for any such prohibitions. NEW JERSEY RESIDENTS: With respect to these Terms, the provision concerning the exclusion or limitation of certain damages is not applicable in New Jersey with respect to statutory damages, punitive damages, loss of data, and loss of or damage to property. Please refer to Section 16 below.

In the event of any problem with this App or any Content, you agree that your sole remedy is to cease using this App. In the event of any problem with the products or services that you have purchased on or through this App, you agree that your sole remedy, if any, is from the manufacturer of



such products or supplier of such services, in accordance with such manufacturer's or supplier's warranty, or to seek a return and refund for such product or services in accordance with the returns and refunds policies posted on this App. Except as prohibited by applicable New Jersey law, in no event shall SOLID DRIP' total liability to you for all damages, losses, and causes of action whether in contract, tort (including, but not limited to, negligence), or otherwise exceed the greater of (a) fifty dollars (\$50.00) or (b) the value of your purchase on the App.

## 16. LEGAL NOTICE TO NEW JERSEY RESIDENTS

No provision in these Terms shall apply to any consumer in New Jersey if the provision limits redress for/under: (i) SOLID DRIP' tortious actions (e.g., negligence, failure to exercise a basic standard of care, failure to avoid creating an unreasonable risk of harm); (ii) the New Jersey Products Liability Act, N.J.S.A. 2A:58C-1, et seq. (i.e., the statutorily imposed duty to refrain from manufacturing and selling dangerous products, with the possibility of punitive damages for violations thereof); (iii) the New Jersey Punitive Damages Act, N.J.S.A. 2A:15-5.9, et seq. (i.e., the statutory right to pursue punitive damages in the event of harm caused by actual malice, wanton and willful disregard, reckless indifference); (iv) the New Jersey Uniform Commercial Code (i.e., a comprehensive statutory regime governing the rights and duties of buyers and sellers with respect to contracts for the sale of goods, with the possibility of damages for economic and property harm); and (v) SOLID DRIP' failure to reasonably protect against harm arising from certain criminal acts of third parties (e.g., computer hacking and identity theft, as regulated by the Federal Trade Commission and the Federal Communications Commission, and as governed by the New Jersey Identity Theft Protection Act, N.J.S.A.56:8-161, et seq., and the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-3, et seq.). With respect to these Terms, the provision concerning the exclusion or limitation of certain damages is not applicable in New Jersey with respect to statutory damages, punitive damages, loss of data, and loss of or damage to property.

## 17. INDEMNITY

Except as prohibited by applicable New Jersey law, you agree to defend, indemnify and hold SOLID DRIP and any affiliated company or individual harmless from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, related to any violation of these Terms by you or your authorized users, or in connection with the use of the App or the Internet or your purchases or the placement or transmission of any message or information on this App by you or your authorized users or your violation of any law or the rights of a third party.

## 18. RELEASE

In the event that you have a dispute with one or more other users of the App, you release SOLID DRIP (and its officers, directors, agents, subsidiaries, joint ventures, and employees) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

## 19. TERMINATION

You or we may suspend or terminate your account or your use of this App at any time, for any reason or for no reason. You are personally liable for any orders placed or charges incurred through your account prior to termination. We may also block your access to our App in the event that (a) you breach these Terms of Service; (b) we are unable to verify or authenticate any information you provide to us; or (c) we believe that your actions may cause financial loss or legal liability for you, our users or us.

## 20. WEB SITE DISPUTES

“App Disputes” include: (a) any claim you may have against SOLID DRIP in connection with the App, (b) any claim SOLID DRIP may have against you in connection with the App, and (c) any action to enforce the Terms and Conditions or to object to the Terms and Conditions.

All other disputes are Non-App Disputes. Any claim arising from your purchase of an SOLID DRIP product or service is a Non-App Dispute. Any claim arising from the content of any offer or advertisement on the App is a Non-App Dispute.

# 21. WEB SITE DISPUTE RESOLUTION – ARBITRATION, JURY TRIAL WAIVER, AND CLASS ACTION WAIVER

Neither you nor we will be able to sue in court in connection with an App Dispute. All App Disputes must be resolved through individual (non-class) arbitration. You indicate your acceptance of these Terms and Conditions, including this agreement to arbitrate, by continuing to use the App after having the opportunity to review these Terms and Conditions.

You and SOLID DRIP intend for this to be an agreement for arbitration that can be enforced under the Federal Arbitration Act (FAA), 9 U.S.C.A. §§ 1–16.

You and SOLID DRIP waive any rights to maintain other available resolution processes for App Disputes, such as a court action or administrative proceeding, to settle disputes. You and SOLID DRIP waive any right to a jury trial for App Disputes.

Instead of suing in court, we each agree to settle App Disputes only by arbitration. The rules in arbitration are different. There's no judge or jury, and review is limited, but an arbitrator can award the same damages and relief and must honor the same limitations stated in the agreement as a court would.

Any App Dispute shall be determined by arbitration in Michigan before one arbitrator(s). The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-streamlined-arbitration/>. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. If for any reason, JAMS cannot or will not provide this arbitration, the parties may ask any court of competent jurisdiction to select an arbitrator from a list provided by the parties.

To the extent, a party commences any action which includes both App Disputes and Non-App Disputes, consideration of the Non-App Disputes shall be stayed until the App Disputes are fully arbitrated. Then, any Non-App Disputes will be considered by any court of competent jurisdiction.

You agree that you will not file a class action against SOLID DRIP and its

affiliated companies, or participate in a class action against SOLID DRIP and its affiliated companies, in any App Dispute. You agree that you will not file or seek a class arbitration, or participate in a class arbitration against SOLID DRIP and its affiliated companies, in any App Dispute.

## 22. GENERAL

Any claim relating to, and the use of, this App and the materials contained herein is governed by the laws of the State of Michigan, U.S.A. You consent to the exclusive jurisdiction of the state and federal courts located in Macomb County, Michigan. A printed version of these Terms will be admissible in judicial and administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Except as prohibited by applicable New Jersey law, we do not guarantee continuous, uninterrupted, or secure access to our App or Services, and operation of the App may be interfered with by numerous factors outside of our control.

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. You agree that the Agreement may be automatically assigned by SOLID DRIP in our sole discretion. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. Sections 9 (User Generated Content – Your License to Us); 11 (Access and Interference), 15 (Limitation of Liability), 16 (Legal Notice to New Jersey Residents), 17 (Indemnity), and 18 (Release) shall survive any termination or expiration of this Agreement.

## 23. DIGITAL MILLENNIUM COPYRIGHT ACT (“DMCA”) NOTICE

In operating the App, we may act as a "services provider" (as defined by DMCA) and offer services as an online provider of materials and links to

third party web sites. As a result, third party materials that we do not own or control may be transmitted, stored, accessed, or otherwise made available using the App. If you believe any material available via the App infringes a copyright, you should notify us using the notice procedure for claimed infringement under the DMCA. We will respond expeditiously to remove or disable access to the material claimed to be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the Content. Please provide the following notice:

Identify the copyrighted work or other intellectual property that you claim has been infringed; Identify the material on the App that you claim is infringing, with enough detail so that we may locate it on the App; A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; A statement by you declaring under penalty of perjury that (a) the above information in your notice is accurate, and (b) that you are the owner of the copyright interest involved or that you are authorized to act on behalf of that owner; your address, telephone number, and email address; and your physical or electronic signature.

## 24. ENTIRE AGREEMENT

The Agreement constitutes the entire agreement between the user and SOLID DRIP and supersedes any prior understandings or agreements (written or oral). If you do not understand any of the foregoing Terms or if you have any questions or comments, we invite you to contact our Customer Service Department by email at [soliddripcompany@gmail.com](mailto:soliddripcompany@gmail.com) or by phone at 248-499-0476.

## COPYRIGHT AND TRADEMARKS NOTICE

All trademarks, service marks, and trade names of SOLID DRIP used herein (including but not limited to: the SOLID DRIP name, the SOLID DRIP corporate logo, the SOLID DRIP Raindrop (a single drop); Single drop (rain, tear, etc.); Teardrop (a single drop)) (collectively “Marks”) are trademarks or registered trademarks of the SOLID DRIP Group, or its

affiliates, partners, vendors or licensors. You may not use, copy, reproduce, republish, upload, post, transmit, distribute, or modify SOLID DRIP trademarks in any way, including in advertising or publicity pertaining to distribution of materials on this App, without SOLID DRIP ' prior written consent. The use of SOLID DRIP trademarks on any other web site or network computer environment is not allowed. This protects you, too. When you see the SOLID DRIP marks, you can be sure of our quality and performance. SOLID DRIP prohibits the use of SOLID DRIP trademarks as a “hot” link on or to any other web site unless establishment of such a link is approved in advance.