

Spiralized Magazine Privacy Policy

This privacy policy has been compiled to better serve those who are concerned with how their 'Personally Identifiable Information' (PII) is being used online. PII, as described in US privacy law and information security, is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. Please read our privacy policy carefully to get a clear understanding of how we collect, use, protect or otherwise handle your Personally Identifiable Information in accordance with our website.

What personal information do we collect from the people that visit our blog, website or app?

When ordering or registering on our site, as appropriate, you may be asked to enter your email address or other details to help you with your experience.

When do we collect information?

We collect information from you when you register on our site, place an order, subscribe to a newsletter, respond to a survey, fill out a form or enter information on our site.

How do we use your information?

We may use the information we collect from you when you register, make a purchase, sign up for our newsletter, respond to a survey or marketing communication, surf the website, or use certain other site features in the following ways:

- To personalize your experience and to allow us to deliver the type of content and product offerings in which you are most interested.
- To allow us to better service you in responding to your customer service requests.
- To administer a contest, promotion, survey or other site feature.
- To quickly process your transactions.
- To send periodic emails regarding your order or other products and services.
- To follow up with them after correspondence (live chat, email or phone inquiries)

How do we protect your information?

Our website is scanned on a regular basis for security holes and known vulnerabilities in order to make your visit to our site as safe as possible.

We use regular Malware Scanning.

Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential. In addition, all sensitive/credit information you supply is encrypted via Secure Socket Layer (SSL) technology.

We implement a variety of security measures when a user places an order enters, submits, or accesses their information to maintain the safety of your personal information.

All transactions are processed through a gateway provider and are not stored or processed on our servers.

Do we use 'cookies'?

We do not use cookies for tracking purposes

You can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. You do this through your browser settings. Since browser is a little different, look at your browser's Help Menu to learn the correct way to modify your cookies.

If you turn cookies off, Some of the features that make your site experience more efficient may not function properly.that make your site experience more efficient and may not function properly.

Third-party disclosure

We do not sell, trade, or otherwise transfer to outside parties your Personally Identifiable Information unless we provide users with advance notice. This does not include website hosting partners and other parties who assist us in operating our website, conducting our business, or serving our users, so long as those parties agree to keep this information confidential. We may also release information when it's release is appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property or safety.

However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

Third-party links

Occasionally, at our discretion, we may include or offer third-party products or services on our website. These third-party sites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these sites.

Google

Google's advertising requirements can be summed up by Google's Advertising Principles. They are put in place to provide a positive experience for users.

<https://support.google.com/adwordspolicy/answer/1316548?hl=en>

We use Google AdSense Advertising on our website.

Google, as a third-party vendor, uses cookies to serve ads on our site. Google's use of the DART cookie enables it to serve ads to our users based on previous visits to our site and other sites on the Internet. Users may opt-out of the use of the DART cookie by visiting the Google Ad and Content Network privacy policy.

We have implemented the following:

- Demographics and Interests Reporting

We, along with third-party vendors such as Google use first-party cookies (such as the Google Analytics cookies) and third-party cookies (such as the DoubleClick cookie) or other third-party identifiers together to compile data regarding user interactions with ad impressions and other ad service functions as they relate to our website.

Opting out:

Users can set preferences for how Google advertises to you using the Google Ad Settings page. Alternatively, you can opt out by visiting the Network Advertising Initiative Opt Out page or by using the Google Analytics Opt Out Browser add on.

California Online Privacy Protection Act

CalOPPA is the first state law in the nation to require commercial websites and online services to post a privacy policy. The law's reach stretches well beyond California to require any person or company in the United States (and conceivably the world) that operates websites collecting Personally Identifiable Information from California consumers to post a conspicuous privacy policy on its website stating exactly the information being collected and those individuals or companies with whom it is being shared. – See more at: <http://consumercal.org/california-online-privacy-protection-act-caloppa/#sthash.0FdRbT51.dpuf>

According to CalOPPA, we agree to the following:

Users can visit our site anonymously.

Once this privacy policy is created, we will add a link to it on our home page or as a minimum, on the first significant page after entering our website.

Our Privacy Policy link includes the word 'Privacy' and can easily be found on the page specified above.

You will be notified of any Privacy Policy changes:

- On our Privacy Policy Page

Can change your personal information:

- By emailing us
- By logging in to your account

How does our site handle Do Not Track signals?

We honor Do Not Track signals and Do Not Track, plant cookies, or use advertising when a Do Not Track (DNT) browser mechanism is in place.

Does our site allow third-party behavioral tracking?

It's also important to note that we allow third-party behavioral tracking

COPPA (Children Online Privacy Protection Act)

When it comes to the collection of personal information from children under the age of 13 years old, the Children's Online Privacy Protection Act (COPPA) puts parents in control. The Federal Trade Commission, United States' consumer protection agency, enforces the COPPA Rule, which spells out what operators of websites and online services must do to protect children's privacy and safety online.

We do not specifically market to children under the age of 13 years old.

Do we let third-parties, including ad networks or plug-ins collect PII from children under 13?

Fair Information Practices

The Fair Information Practices Principles form the backbone of privacy law in the United States and the concepts they include have played a significant role in the development of data protection laws around the globe. Understanding the Fair Information Practice Principles and how they should be implemented is critical to comply with the various privacy laws that protect personal information.

In order to be in line with Fair Information Practices we will take the following responsive action, should a data breach occur:

We will notify you via email

- Within 7 business days

We also agree to the Individual Redress Principle which requires that individuals have the right to legally pursue enforceable rights against data collectors and processors who fail to adhere to the law. This principle requires not only that individuals have enforceable rights against data users, but also that individuals have recourse to courts or government agencies to investigate and/or prosecute non-compliance by data processors.

CAN SPAM Act

The CAN-SPAM Act is a law that sets the rules for commercial email, establishes requirements for commercial messages, gives recipients the right to have emails stopped from being sent to them, and spells out tough penalties for violations.

We collect your email address in order to:

- Send information, respond to inquiries, and/or other requests or questions
- Process orders and to send information and updates pertaining to orders.
- Send you additional information related to your product and/or service
- Market to our mailing list or continue to send emails to our clients after the original transaction has occurred.

To be in accordance with CANSPAM, we agree to the following:

- Not use false or misleading subjects or email addresses.
- Identify the message as an advertisement in some reasonable way.
- Include the physical address of our business or site headquarters.
- Monitor third-party email marketing services for compliance, if one is used.
- Honor opt-out/unsubscribe requests quickly.
- Allow users to unsubscribe by using the link at the bottom of each email.

If at any time you would like to unsubscribe from receiving future emails, you can email us at hi@spiralizedmag.com and we will promptly remove you from ALL correspondence.

Contacting Us

If there are any questions regarding this privacy policy, you may contact us using the information below.

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New York City, NY 10012
USA
hi@spiralizedmag.com

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Terms of Use

Last revised on: August 08, 2017

This Terms of Use covers GBS Health Inc and its Affiliates' (collectively, "GBS") web sites, mobile-optimized versions of the web sites, and digital applications to which this Terms of Use is linked (collectively, "Covered Sites"). As used in this Terms of Use, an entity controlling, controlled by, or under common control with another entity shall be deemed to be an "Affiliate", where control means ownership of 15% or more of the voting stock or other

ownership interests. Certain features of the Covered Sites may be subject to additional guidelines, terms, or rules, which will be posted on the Covered Site in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into this Agreement. Capitalized terms not otherwise defined in this Agreement have the meaning given to such term in the GBS privacy policy. The privacy policy is hereby incorporated by this reference into this Agreement.

THESE TERMS OF USE ("AGREEMENT") SETS FORTH THE LEGALLY BINDING TERMS FOR YOUR USE OF THE COVERED SITES. BY ACCESSING OR USING THE COVERED SITES, YOU ARE ACCEPTING THIS AGREEMENT (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT) AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THIS AGREEMENT (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THIS AGREEMENT, DO NOT ACCESS AND/OR USE THE COVERED SITES.

1. Username and Passwords. When you create a User Registration (as described in the Privacy Policy), you represent and warrant that: (a) all required registration information you submit is truthful and accurate; and (b) you will maintain the accuracy of such information. You will be responsible for maintaining the confidentiality of your User Registration, and we will not be responsible for misuse of your User Registration by any third party, whether authorized by you or not. You are responsible for all activities that occur under your User Registration. You agree to immediately notify GBS of any unauthorized use, or suspected unauthorized use of your User Registration or any other breach of security. GBS cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

2. Licenses

2.1 License. Subject to the terms of this Agreement, GBS grants you a non-transferable, non-exclusive, license to use the Covered Sites for your personal, noncommercial use. Subject to the terms of this Agreement, GBS grants you a non-transferable, non-exclusive, license to install and use the software GBS makes available for mobile devices ("Apps"), in executable object code format only, solely on your own handheld mobile device and for your personal, noncommercial use. For the avoidance of doubt, Apps are deemed part of the Covered Sites.

2.2 Certain Restrictions. The rights granted to you in this Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Covered Sites; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Covered Sites; (c) you shall not access the Covered Sites in order to build a similar or competitive service; and (d) except as expressly stated herein, no part of the Covered Sites may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Any future release, update, or other addition to functionality of the Covered Sites shall be subject to the terms of this Agreement. All copyright and other proprietary notices on any Covered Sites content must be retained on all copies thereof.

2.3 Open Source Software. Certain items of independent, third-party code may be included in the App that are subject to open source licenses (“Open Source Software”). Such Open Source Software is licensed under the terms of the license that accompanies such Open Source Software. Nothing in this Agreement limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end user license for such Open Source Software.

2.4 Application Store. You acknowledge and agree that the availability of the App is dependent on the third party from which you received the App, e.g., the Apple iPhone store (“Application Store”). You acknowledge that this Agreement is between you and GBS and not with the Application Store. Each Application Store may have its own terms and conditions to which you must agree before downloading the App from it. You agree to comply with, and your license to use the App is conditioned upon your compliance with, all applicable terms and conditions of the applicable Application Store.

2.5 Wireless Addresses, Short Message Services and Wireless Internet. By providing us your wireless email address or by signing up for any SMS, WAP, or Mobile Service (each as described in the Privacy Policy), you agree to the following: Our wireless carriers and providers are not responsible for the content of our wireless services or any of the messages you may receive from us. You acknowledge and agree that the wireless email, SMS, WAP and Mobile Services are provided via wireless systems which use radios (and other means) to transmit communications over complex networks. We do not guarantee that your use of such services will be private or secure, and we are not liable to you for any lack of privacy or security you may experience. You are fully responsible for taking precautions and providing security measures best suited for your situation and intended use of the services.

2.6 Modification. GBS reserves the right, at any time, to modify, suspend, or discontinue the Covered Sites or any part thereof with or without notice. You agree that GBS will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Covered Sites or any part thereof.

3. Ownership and Feedback

3.1 Excluding your User Content (defined below), you acknowledge that all the intellectual property rights, including copyrights, patents, trade marks, and trade secrets, in the Covered Sites are owned by GBS or GBS's licensors. The provision of the Covered Sites does not transfer to you or any third party any rights, title or interest in or to such intellectual property rights. GBS and its suppliers reserve all rights not granted in this Agreement.

3.2 If you provide GBS any feedback or suggestions regarding the Covered Sites (“Feedback”), you hereby assign to GBS all rights in the Feedback and agree that GBS shall have the right to use such Feedback and related information in any manner it deems appropriate. GBS will treat any Feedback you provide to GBS as non-confidential and non-proprietary. You agree that you

will not submit to GBS any information or ideas that you consider to be confidential or proprietary.

4. User Content

4.1 User Content. “User Content” means any and all information and content that a user submits to, or uses with, the Covered Sites (e.g., photos, audio, video, messages, text, files, or other content you provide us). You are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that makes you or any third party personally identifiable. You hereby represent and warrant that your User Content does not violate the Acceptable Use Policy (defined below). You may not state or imply that your User Content is in any way provided, sponsored or endorsed by GBS. Because you alone are responsible for your User Content (and not GBS), you may expose yourself to liability if, for example, your User Content violates the Acceptable Use Policy. GBS is not obligated to backup any User Content and User Content may be deleted at anytime. You are solely responsible for creating backup copies of your User Content if you desire. Under no circumstance will GBS be liable for any inaccuracy or defect in any User Content.

4.2 License. You hereby grant, and you represent and warrant that you have the right to grant, to GBS an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use your User Content, and to grant sublicenses of the foregoing, for any lawful purpose. You agree to irrevocably waive (and cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.

4.3 Acceptable Use Policy. The following sets forth GBS's “Acceptable Use Policy”:

(a) You agree not to post, email, or otherwise make available User Content:

that is unlawful, harmful, threatening, abusive, harassing, defamatory, pornographic, libelous, or invasive of another’s privacy, or harmful to minors in any way;
that harasses, degrades, intimidates or is hateful toward an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
that includes personal or identifying information about another person without that person’s explicit consent.
that is false, deceptive, misleading, deceitful, misinformative, constitute “bait and switch” or impersonation of any person or entity;
that contains your own or a third party’s advertising, branding or promotional content;
that is unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise;

that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;

restrict or inhibit any other user from using and enjoying the GBS sites or the GBS services offered on them;

that includes your personal information, such as telephone number, street address, last name, URL or email address;

that is a “cut and paste” of private messages from other users;

that re-broadcasts any User Content that violates these terms; or

that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

(b) In addition, you agree not to use the Covered Sites to:

upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer system or data;

harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent;

interfere with, disrupt, or create an undue burden on servers or networks connected to the Covered Sites or violate the regulations, policies or procedures of such networks;

attempt to gain unauthorized access to the Covered Sites, other computer systems or networks connected to or used together with the Covered Sites, through password mining or other means;

tamper with any copyright protection mechanisms applicable to content on any Covered Sites;

introduce software or automated agents or scripts to the Covered Sites so as to produce multiple accounts, generate automated searches, requests and queries, or to strip, scrape, or mine data from the Covered Sites (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials).

4.4 Enforcement. We reserve the right (but have no obligation) to review any User Content, investigate, and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of this Agreement or otherwise create liability for us or any other person. Such acts may include removing or modifying your User Content, terminating your User Registration, and/or reporting you to law enforcement authorities. If GBS elects to modify User Content, GBS nonetheless assumes no responsibility for the User Content.

4.5 Other Users. Each Covered Site user is solely responsible for any and all of its User Content. Because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content and we make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content, and we assume no responsibility for any User Content. Your interactions with other Covered Site users are solely between you and such user. You agree that GBS will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Covered Site user, we are under no obligation to become involved. You acknowledge that other users may post comments about

your User Content which may be derogatory, and GBS has no obligation to monitor or delete any such User Content.

4.6 Release. You hereby release and forever discharge us (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or relates directly or indirectly to, any interactions with, or act or omission of, other Covered Site users. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

5. Indemnity. You agree to indemnify and hold GBS (and its officers, employees, contractors, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Covered Sites, (b) your User Content, (c) your violation of this Agreement; or (d) your violation of applicable laws or regulations. GBS reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of GBS. GBS will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

6. Disclaimers

THE COVERED SITES ARE PROVIDED "AS-IS" AND "AS AVAILABLE" AND WE (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE COVERED SITES: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (C) WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE.

DUE TO THE INHERENT NATURE OF THE INTERNET, WE CANNOT GUARANTEE THAT INFORMATION, DURING TRANSMISSION THROUGH THE INTERNET OR WHILE STORED ON OUR SYSTEM OR OTHERWISE IN OUR CARE, WILL BE ABSOLUTELY SAFE FROM INTRUSION BY OTHERS, SUCH AS HACKERS. GBS ASSUMES NO LIABILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, ANY USER CONTENT. GBS IS NOT RESPONSIBLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY TELEPHONE NETWORK OR LINES, COMPUTER ONLINE

SYSTEMS, SERVERS OR PROVIDERS, COMPUTER EQUIPMENT, SOFTWARE, OR FAILURE OF ANY EMAIL DUE TO TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET OR ON ANY OF THE COVERED SITES OR COMBINATION THEREOF, INCLUDING ANY INJURY OR DAMAGE TO USERS OR TO ANY PERSON'S COMPUTER RELATED TO OR RESULTING FROM PARTICIPATION IN ANY ACTIVITIES ON THE COVERED SITES OR DOWNLOADING MATERIALS. YOU UNDERSTAND THAT IF YOU DOWNLOAD ANY MATERIAL, YOU DO SO AT YOUR SOLE RISK. UNDER NO CIRCUMSTANCES SHALL GBS BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM USE OF THE COVERED SITES, ANY CONTENT POSTED ON OR THROUGH THE COVERED SITES, OR CONDUCT OF ANY USERS OF THE COVERED SITES, WHETHER ONLINE OR OFFLINE. WE CAN, WHENEVER WE WANT, EDIT OR DELETE ANY CONTENT DISPLAYED ON THE COVERED SITES. YOU USE THE COVERED SITES AT YOUR OWN RISK. SOME AREAS OF OUR COVERED SITES OFFER ADVICE FROM A VARIETY OF PROVIDERS, WHO MAY BE AFFILIATED WITH GBS OR MEMBER OF THE USER COMMUNITY; SUCH ADVICE IS FOR ENTERTAINMENT ONLY AND NOT AS TREATMENT OR REMEDY FOR AN INDIVIDUAL CIRCUMSTANCE. GBS CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE COVERED SITES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

7. Limitation of Liability

IN NO EVENT SHALL WE (AND OUR SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR YOUR USE OF, OR INABILITY TO USE, THE COVERED SITES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO THE GREATER OF (A) FIFTY US DOLLARS (\$50) OR (B) AMOUNTS YOU'VE PAID GBS IN THE PRIOR 12 MONTHS (IF ANY). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT.

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

8. Third Party Sites & Ads. The Covered Sites might contain links to third party websites, services, and advertisements for third parties (collectively, "Third Party Sites & Ads"). Such Third Party Sites & Ads are not under the control of GBS and GBS is not responsible for any Third Party Sites & Ads. GBS provides these Third Party Sites & Ads only as a convenience and

does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Sites & Ads. You use all Third Party Sites & Ads at your own risk. When you link to a Third Party Site & Ad, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third Party Sites & Ads.

9. Term & Termination. Subject to this Section, this Agreement will remain in full force and effect while you use the Covered Sites. We may (a) suspend your rights to use the Covered Sites (including your User Registration) or (b) terminate this Agreement, at any time for any reason at our sole discretion, including for any use of the Covered Sites in violation of this Agreement. Upon termination of this Agreement, your User Registration and right to access and use the Covered Sites will terminate immediately. You understand that any termination of your User Registration involves deletion of your User Content associated therewith from our live databases. GBS will not have any liability whatsoever to you for any termination of this Agreement, including for termination of your User Registration or deletion of your User Content. Even after this Agreement is terminated, the following provisions of this Agreement will remain in effect: Sections 3-11.

10. Copyright Policy

10.1 In accordance with the provisions of the Digital Millennium Copyright Act, 17 USC sec. 512, our Covered Sites have designated an agent to receive notices of claims of copyright infringement: Copyright Agent, 596 Broadway Suite 302, New York, New York, 10012, fax: 888-974-0289; hi@spiralizedmag.com. If you believe your copyright has been infringed, you may provide us with notice. To be effective, the notification must be a written communication that includes the following:

A physical or electronic signature of person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

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;

Information reasonably sufficient to permit us to contact you, including an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;

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

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 may give notice to our users that we have received a notice of infringement by means of a general notice on our site, electronic mail to a user's e-mail address in our records, or by written communication sent by first-class mail to a user's physical address in our records. If you receive such a notice, you may provide counter-notification in writing to the designated agent that includes the information below. To be effective, the counter-notification must be a written communication that includes the following:

Your physical or electronic signature;

Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;

A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and

Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a Federal District Court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for the judicial district in which our offices are located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

We have a policy of terminating access to our Covered Sites of any user who repeatedly infringes the proprietary rights of any third party.

11. General

11.1 Changes to Terms of Use. This Agreement is subject to occasional revision, and if we make any substantial changes, we may notify you by prominently posting notice of the changes on our Site. Any changes to this agreement will be effective upon the earlier of thirty (30) calendar days following our posting of notice of the changes on our Site. These changes will be effective immediately for new users of our Covered Sites. Continued use of our Covered Sites following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

11.2 Dispute Resolution. PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

Except for either party's claims of infringement or misappropriation of the other party's patent, copyright, trademark, or trade secret, any and all disputes between you and GBS arising under or related in any way to this Agreement, must be resolved through binding arbitration as described in this section. This agreement to arbitrate is intended to be interpreted broadly. It includes, but is not limited to, all claims and disputes relating to your use of any of the Covered Sites.

YOU AGREE THAT BY ENTERING INTO THIS AGREEMENT, YOU AND GBS ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. YOU AND GBS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE

PROCEEDING. ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association (“AAA”), as modified by this section. For any claim where the total amount of the award sought is \$10,000 or less, the AAA, you and GBS must abide by the following rules: (a) the arbitration shall be conducted solely based on written submissions; and (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties. If the claim exceeds \$10,000, the right to a hearing will be determined by the AAA rules, and the hearing (if any) must take place in your choice of the following locations: San Francisco, CA, Denver, CO, or New York, NY. The arbitrator’s ruling is binding and may be entered as a judgment in any court of competent jurisdiction. In the event this agreement to arbitrate is held unenforceable by a court, then the disputes that would otherwise have been arbitrated shall be exclusively brought in the state or federal courts located in New York City, New York. Claims of infringement or misappropriation of the other party’s patent, copyright, trademark, or trade secret shall be exclusively brought in the state and federal courts located in New York City, New York.

This Agreement shall be governed by and construed solely and exclusively in accordance with the laws of the State of New York, USA without giving effect to any law that would result in the application of the law of another jurisdiction.

11.3 Entire Agreement. This Agreement (including the Privacy Policy) constitutes the entire agreement between you and us regarding the use of the Covered Sites. Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. The word including means including without limitation. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to GBS is that of an independent contractor, and neither party is an agent or partner of the other. This Agreement, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without GBS's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. The terms of this Agreement shall be binding upon assignees.

11.4 Copyright/Trademark Information. Copyright © 2017, GBS Health Inc. All rights reserved. All trademarks, logos and service marks (“Marks”) displayed on the Covered Sites are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

12. Apple App Store Additional Terms and Conditions. The following additional terms and conditions apply to you if you are using an App from the Apple App Store. To the extent the other terms and conditions of this Agreement are less restrictive than, or otherwise conflict

with, the terms and conditions of this Section 12, the more restrictive or conflicting terms and conditions in this Section 12 apply, but solely with respect to Apps from the Apple App Store.

12.1 Acknowledgement: GBS and you acknowledge that this Agreement is concluded between GBS and you only, and not with Apple, and GBS, not Apple, is solely responsible for App and the content thereof. To the extent this Agreement provides for usage rules for App that are less restrictive than the Usage Rules set forth for App in, or otherwise is in conflict with, the App Store Terms of Service, the more restrictive or conflicting Apple term applies.

12.2 Scope of License: The license granted to you for App is limited to a non-transferable license to use App on an iOS Product that you own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service.

12.3 Maintenance and Support: GBS is solely responsible for providing any maintenance and support services with respect to App, as specified in this Agreement (if any), or as required under applicable law. GBS and you acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to App.

12.4 Warranty: GBS is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for App to you; and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be GBS's sole responsibility.

12.5 Product Claims: GBS and you acknowledge that GBS, not Apple, is responsible for addressing any claims of you or any third party relating to App or your possession and/or use of App, including, but not limited to: (i) product liability claims; (ii) any claim that App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. This Agreement does not limit GBS's liability to you beyond what is permitted by applicable law.

12.6 Intellectual Property Rights: GBS and you acknowledge that, in the event of any third party claim that App or your possession and use of App infringes that third party's intellectual property rights, GBS, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

12.7 Legal Compliance: You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

12.8 Developer Name and Address: GBS's contact information for any end-user questions, complaints or claims with respect to App is: GBS Health Inc. at 596 Broadway Suite 302, NY, NY 10012 or email hi@spiralizedmag.com

12.9 Third Party Terms of Agreement: You must comply with applicable third party terms of agreement when using App.

12.10 Third Party Beneficiary: GBS and you acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof.