

## **UsingEssentialOils.com**

### **Terms of Service**

UsingEssentialOils.com is a website platform designed and developed for doTERRA Independent Product Consultants professionals (also known as Wellness Advocates) to jump start and accelerate their businesses by providing a professional presence on the Internet that helps them stay connected to their customers by providing them consumer focused educational information and tools to facilitate lead capture, blogging and interactivity with their website visitors. The UsingEssentialOils.com instant websites solution is intended to support the doTERRA professional, their customers and potential customers with accurate information within the rules and guidelines of the FDA and doTERRA corporation. UsingEssentialOils.com is a third party provider and not affiliated with doTERRA corporation.

The following Terms of Service is a legal agreement between you and UsingEssentialOils.com and governs all use of the UsingEssentialOils.com website and all content, services and products available at or through the website, including, but not limited to all affiliate services. UsingEssentialOils.com is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, UsingEssentialOils.com privacy policy, and procedures that may be published from time to time on UsingEssentialOils.com (collectively identified as the "Agreement").

Please read this Agreement carefully before signing up for your UsingEssentialOils.com website. By registering and signing up for a website, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not sign up for a website. Using Essential Oils websites are only available for individuals, partnerships or businesses that have doTERRA wholesale accounts.

#### **Statement of Rights and Responsibilities**

This Statement of Rights and Responsibilities derives from the UsingEssentialOils.com terms of service agreement. The terms of service agreement is a body of principles that manages our relationship and expectations with those who interact with UsingEssentialOils.com. UsingEssentialOils.com is a fee based web site hosting / blogging service that offers paid upgrades for advanced features such as extra storage and premium content and functionality. Our service is designed to provide you with a base of educational content that meets compliance with doTERRA legal requirements and FDA rules regarding natural supplements. For those that opt to add personal or professional blogging to their sites you have the opportunity to add such content as long as it complies with both doTERRA and FDA rules. You must be responsible in what you publish. In particular, make sure that none of the prohibited items listed below appear on your site or get linked to from your site (such as spam, viruses, pornographic and hate content). By interacting with and/or using UsingEssentialOils.com, as a subscriber or interested party, you agree to this statement.

1. Privacy. While UsingEssentialOils.com facilitates a platform for sharing personal information on your personalized website, your privacy is very important to us. We have designed our privacy policy to

ensure user's rights and management of their personal information. The privacy policy includes a detailed list of how to both share information and control how it is viewed by others. It also includes how we collect and use your information. We urge our users to read and understand the policy to better shape their UsingEssentialOils.com experience.

2. Your UsingEssentialOils.com Account and Site. You are responsible for maintaining the security of your account, website and blog, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with it. You must not describe or assign keywords to your blog in a misleading or unlawful manner, including in a manner intended to trade on the name or reputation of others. UsingEssentialOils.com may change or remove any description or keyword that it considers inappropriate or unlawful, or otherwise likely to cause UsingEssentialOils.com liability. You must immediately notify UsingEssentialOils.com of any unauthorized use of your blog, account and site, or any other breaches of security. UsingEssentialOils.com will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

3. Responsibility of Contributors. If you operate a blog, comment on a blog, post material to a Website, post links on a Website, or otherwise make (or allow any third party to make) material available by means of the Website (any such material, "Content"), you are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, video and audio files, or computer software. By making Content available, you represent and warrant that:

3.1. The downloading, copying and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark or trade secret rights, of any third party;

3.2. Content that is the intellectual property of others, such as, but not limited to, music, photos and videos, is governed by the U. S. Copyright Law of the United States Constitution (17 U.S.C.), the Lanham (Trademark) Act (15 U.S.C.), and participating states common law of Right of Publicity.

3.3. If your employer has rights to intellectual property you create, you have either (i) received permission from your employer to post or make available the Content, including but not limited to any software, or (ii) secured from your employer a waiver as to all rights in or to the Content;

3.4. You have fully complied with any third-party licenses relating to the Content, and have done all things necessary to successfully pass through to end users any required terms;

3.5. The Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;

3.6. The Content is not spam, is not machine- or randomly-generated, and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);

- 3.7. The Content is not pornographic, does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party;
- 3.8. Your blog and/or site is not getting advertised via unwanted electronic messages such as spam links on newsgroups, email lists, other blogs and web sites, and similar unsolicited promotional methods;
- 3.9. Your blog and/or site is not named in a manner that misleads your readers into thinking that you are another person or company. For example, your blog's URL or name is not the name of a person other than yourself or company other than your own; and
- 3.10. You have, in the case of Content that includes computer code, accurately categorized and/or described the type, nature, uses and effects of the materials, whether requested to do so by UsingEssentialOils.com or otherwise. Without limiting any of those representations

UsingEssentialOils.com has the right (though not the obligation) to, in UsingEssentialOils.com's sole discretion (i) refuse or remove any content that, in UsingEssentialOils.com's reasonable opinion, violates any UsingEssentialOils.com policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Website to any individual or entity for any reason, in UsingEssentialOils.com's sole discretion. UsingEssentialOils.com will have no obligation to provide a refund of any amounts previously paid.

4. Content and Information Sharing. You have the rights to all unique content and information you share on UsingEssentialOils.com. You can control how it is shared and what others share on your website by adjusting your privacy and application settings. In addition:

- 4.1. By presenting information you give UsingEssentialOils.com a non-exclusive, transferable, sub-licensable, royalty-free worldwide license to use any content posted on or in connection to your UsingEssentialOils.com website. This license will terminate when you delete content and/or your site, unless you have shared said information with others and they have not deleted it.
- 4.2. If content is deleted, it will not be available to others. However, any removed or deleted content may persist in the form of a backup and/or shadow copy for an undetermined time.
- 4.3. When you use an application, your content and information is shared with the application. Your user agreement with the application will govern how and what information is shared, stored, and transferred. We request that all applications respect your privacy and abide by the dictates of the user agreement and privacy settings. Further information regarding the sharing, storage and transfer of user content and information can be found on the privacy policy page.
- 4.4. If content and information is published in blogs and/or universal forums, it means that any person interacting with UsingEssentialOils.com is able to access and use that information.

Such information may be associated with your name and/or profile picture. Any additional information linked to you can be adjusted by altering your privacy settings.

4.5. While we appreciate customer feedback, UsingEssentialOils.com is not obligated to compensate users for any feedback and/or advice concerning the website.

5. Safety. UsingEssentialOils.com strives to maintain a high level of safety while fostering a diverse array of viewpoints. While trying to maintain a diverse public forum in which a multiplicity of ideas can be voiced we appreciate the sensitivity of particular ideas. And, while we firmly believe in the dictates of free speech, often tolerating unpopular ideas as a means to achieve a free market place of ideas, we also try to promote an atmosphere appropriate for all ages. But, we need your help in creating this environment. As such, by becoming a member with or interacting with UsingEssentialOils.com you agree to the following:

5.1. You will not send, post or promote unauthorized commercial communications on UsingEssentialOils.com;

5.2. You will not collect information about users or interact with UsingEssentialOils.com using automated means, such as, but limited to, harvesting bots, robots, spiders, or scrapers, without the authorized permission of UsingEssentialOils.com and/or its affiliates;

5.3. You will not engage in unlawful business practices, such as pyramid schemes on UsingEssentialOils.com.

5.4. You will not upload viruses or other malicious code.

5.5. You will not solicit login information or access to an account that belongs to someone else.

5.6. You will not bully, intimidate, or harass any user.

5.7. You will not post content that: is hateful, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.

5.8. You will not develop or operate a third-party application containing mature content (including advertisements) without appropriate age-based restrictions.

5.9. You will follow the promotional code and guidelines and all applicable laws if you publicize or offer any contest, giveaway, or sweepstakes ("promotion") on UsingEssentialOils.com

5.10. You will not use UsingEssentialOils.com to do anything unlawful, misleading, malicious, or discriminatory.

5.11. You will not do anything that could disable, overburden, or impair the proper functioning and/or access to UsingEssentialOils.com, such as a denial of service attack.

5.12. You will not facilitate or encourage any violations of this Agreement.

6. Registration, Maintenance and Account Security. UsingEssentialOils.com users provide their real names and information, and we require your help to maintain user integrity. We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which UsingEssentialOils.com links. UsingEssentialOils.com does not have any control over those non-UsingEssentialOils.com websites and webpages, and is not responsible for their contents or their use. By linking to a non-UsingEssentialOils.com website or webpage, UsingEssentialOils.com does not represent or imply that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. UsingEssentialOils.com disclaims any responsibility for any harm resulting from your use of non-UsingEssentialOils.com websites and webpages. The following are commitments you make to us when registering and maintaining the security of your account:

6.1. All information provided on UsingEssentialOils.com regarding personal information is true and factual. False personal information will not be provided when registering and maintaining your site. In accordance with providing true and factual personal information, you will not create a site for anyone other than yourself without their expressed permission.

6.2. You will not register, create and/or maintain more than one website for doTERRA professionals which will be linked to YOUR doTERRA store.

6.3. If we disable your account, you will not create another one without our permission.

6.4. You will keep your contact information accurate and up-to-date.

6.5. You will not share your password, (or in the case of developers, your secret key), allow access to your account or engage in any communication that might jeopardize the security of your account or the safety of other users.

6.6. You will get written permission before attempting to transfer your account (including any page or application you administer) to anyone.

6.7. If you select an inappropriate or offensive username for your account, we reserve the right to remove or reclaim said name (such as trademarked names when a user's name lacks any literary connection or if the name incites violence).

7. Responsibility of Website Visitors. UsingEssentialOils.com has not reviewed, and cannot review, all of the material, including computer software, posted to the Website, and cannot therefore be responsible for that material's content, use or effects. By operating the Website, UsingEssentialOils.com does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The Website may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. The Website may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or

use of which is subject to additional terms and conditions, stated or unstated. UsingEssentialOils.com disclaims any responsibility for any harm resulting from the use by visitors of the Website, or from any downloading by those visitors of content there posted. While UsingEssentialOils.com promotes a free and diverse open expression of ideas we do so with respect to other people's rights, and expect you to do the same.

7.1. You will not post content or take any action on UsingEssentialOils.com that infringes or violates someone else's propriety and/or civil rights or otherwise violates the law.

7.2. As UsingEssentialOils.com asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by UsingEssentialOils.com violates your copyright, you are encouraged to notify UsingEssentialOils.com by providing a Digital Millennium Copyright Act (DMCA) notice. Upon receipt of a valid and complete notice, we will remove the material.

7.3. This Agreement does not transfer from UsingEssentialOils.com to you any UsingEssentialOils.com or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with UsingEssentialOils.com. Other trademarks, service marks, graphics and logos used in connection with the Website may be the trademarks of other third parties. Your use of the Website grants you no right or license to reproduce or otherwise use any UsingEssentialOils.com or third-party trademarks. UsingEssentialOils.com will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material.

7.4. You will not use our copyrights or trademarks and logos, without our expressed written permission.

7.5. If information is collected from users, it is required that you will: obtain their permission, clearly identify that you are not operating on behalf of UsingEssentialOils.com, if you are working on behalf of another, are collecting their information and specify the type and amount of information collected and post a privacy policy explaining how and for what purpose said information will be used.

7.6. We reserve the right to remove any content or information you post on UsingEssentialOils.com personal websites if we believe that it violates this Agreement.

7.7. UsingEssentialOils.com will terminate a visitor's access to and use of the Website if, under appropriate circumstances, the visitor is determined to be a repeat infringer of the copyrights or other intellectual property rights of UsingEssentialOils.com or others. In the case of such termination, UsingEssentialOils.com will have no obligation to provide a refund of any amounts previously paid to UsingEssentialOils.com.

7.8. If content is removed for suspicion of copyright, trademark, and/or right to publicity infringement, and you believe it was removed by mistake, we will provide you with an opportunity to appeal.

7.9. You will not post anyone's sensitive financial and/or personal identification information anywhere on UsingEssentialOils.com or its affiliate programs.

8. Copyright Claims - Limited Liability Indemnification. As per paragraph 7.2, UsingEssentialOils.com endeavors to respect the intellectual property rights of others and comply with all licensing rules of content and technology provided by UsingEssentialOils.com. UsingEssentialOils.com agrees to indemnify our subscribers regarding real or perceived copyright infringement for content posted and provided by UsingEssentialOils.com under the following terms:

8.1. Notice of Infringement. If you receive any notice, legal challenge or information related to perceived or actual copyright infringement arising from images, videos or content on your website, you agree to immediately notify UsingEssentialOils.com, in writing within 5 days.

8.2. If UsingEssentialOils.com is so noticed, UsingEssentialOils.com will remove said content as per paragraph 7.2; and either

8.2.1. For content that was posted by UsingEssentialOils.com, UsingEssentialOils.com will defend against these claims on behalf of our subscribers and indemnify the subscriber against actual fines or cost, but not additional legal fees; or

8.2.2. For content that was posted by subscriber, additional users or visitors of the website, UsingEssentialOils.com makes no such indemnity for fines, costs or legal fees, which is the sole responsibility of the subscriber.

9. Payment and Renewal. UsingEssentialOils.com is a paid subscription service including the base website package or your choice of upgrade packages or services available on the Website (any such services, an "Upgrade"). By selecting a Package or Upgrade Package you agree to pay UsingEssentialOils.com the monthly or annual subscription fees indicated for that service (additional payment terms specifically for VIP services are described below). Payments will be charged on a pre-pay basis on the day you sign up for a Package or Upgrade and will cover the use of that service for a monthly or annual subscription period as indicated. Fees are not refundable.

10. Automatic Renewal. Unless you cancel your subscription on your dashboard's account page or notify UsingEssentialOils.com before the end of the applicable subscription period that you want to cancel your subscription, your subscription will automatically renew and you authorize us to collect the then-applicable annual or monthly subscription fee for such subscription (as well as any taxes) using any credit card or other payment mechanism we have on record for you.

11. Services. Your services will remain active until the expiration of the current pre-paid period. No refunds for partial subscription periods will be made.

12. Add-on services. UsingEssentialOils.com provides customization services and add-on features available at <https://websites.usingessentialoils.com/store>. By purchasing an add-on service or feature, you agree to the respective terms of said service or feature. If you use the Marketplace feature to

market products and services that your business offers other than doTERRA products, you agree to the merchant terms in addition to any expressed agreement.

13. Special Provisions Applicable to Sharing and Hyper Links. If you include our Share Link button on your website or hyper link content, you agree to the following additional terms:

13.1. We give you permission to use the share link button so that users can post links or content from your website on UsingEssentialOils.com.

13.2. You give us permission to use and allow others to use such links and content on UsingEssentialOils.com.

13.3. You will not place a share link button or hyper link any UsingEssentialOils.com page containing content that would violate this Agreement.

14. Advertisements and Commercial Content Served or Enhanced by UsingEssentialOils.com.

UsingEssentialOils.com aims to promote products and services that are valuable to you and advertisers. To achieve this aim, you agree to:

14.1. Adjust your privacy settings to limit and/or enhance the ways in which your name and site can be associated with commercial and/or sponsored brands.

14.2. We do not give your personal content or information in connection to advertisers without your expressed consent.

15. Amendments. We may change this Agreement at any time, if we provide you notice. Any changes will be posted to <https://websites.UsingEssentialOils.com> Terms of Service page. Any changes to sections relating to payments will be given 30 days-notice. Any changes made for legal or administrative reasons, or to correct inaccuracies, will be made without notice.

16. Termination. The violation of the letter of this agreement, both literal and in spirit, or the creation of any risk, whether legal, technical or otherwise, will result in the termination of access to or interaction with UsingEssentialOils.com.

17. Disputes. Claims or disputes will be resolved in a state or federal court in Oakland County Michigan. The laws of the State of Michigan will govern this Agreement in addition to any claim that may arise between you and UsingEssentialOils.com. If a party introduces a claim against UsingEssentialOils.com related to your actions on UsingEssentialOils.com, you will reimburse and/or hold us harmless from all damages, expenses or losses of any kind. In no event will UsingEssentialOils.com, or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement or substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to UsingEssentialOils.com under this agreement during the twelve (12) month period prior to the cause of action. UsingEssentialOils.com shall have no liability for any

failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

WE DO OUR BEST TO KEEP USINGESSENTIALOILS.COM BUG, VIRUS, AND MALICIOUS SOFTWARE FREE. WE ALSO STRIVE TO CREATE A SAFE FORUM. HOWEVER, YOU USE THIS SITE AT YOUR OWN RISK. WE PRESENT USINGESSENTIALOILS.COM WITHOUT ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT USINGESSENTIALOILS.COM WILL BE SAFE AND SECURE. USING ESSENTIAL OILS IS NOT RESPONSIBLE FOR ACTIONS, CONTENT, INFORMATION, OR DISPLAY OF THIRD PARTIES. YOU RELEASE US FROM ANY CLAIMS OR DAMAGES, KNOWN AND UNKNOWN, ARISING FROM ANY CLAIM AGAINST THIRD PARTIES. NEITHER USINGESSENTIALOILS.COM NOR ITS SUPPLIERS OR LICENSORS, MAKES ANY WARRANTY THAT THE WEBSITE WILL BE ERROR FREE OR THAT ACCESS THERETO WILL BE CONTINUOUS OR UNINTERRUPTED. YOU UNDERSTAND THAT YOU DOWNLOAD FROM, OR OTHERWISE OBTAIN CONTENT OR SERVICES AT YOUR OWN RISK.

18. Definitions. UsingEssentialOils.com refers to the features and services we make available, including (a) our website at UsingEssentialOils.com and any other Using Essential Oils branded or co-sponsored websites (including sub-domains, international versions, widgets, and mobile versions); (b) our Platform; (c) social plugins; and (d) other media software, devices, or networks now existing or later developed.

19. General Representation and Warranty. You represent and warrant that (i) your use of the Website will be in strict accordance with the UsingEssentialOils.com Privacy Policy, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of the Website will not infringe or misappropriate the intellectual property rights of any third party.

20. Other

20.1. This Agreement represents the most current agreement and supersedes any prior agreement.

20.2. All portions of this Agreement that are enforceable and will remain so, regardless of any portion that may not be.

20.3. Failure to enforce any part of this Agreement is not considered a waiver or precedent.

20.4. Nothing in this Agreement shall prevent us from complying with the law.

20.5. This Agreement does not confer any third party beneficiary rights.

20.6. You will comply with all applicable laws when using or accessing UsingEssentialOils.com.

This agreement was written in English (US) and adapted, in part, from the creative commons license terms and service agreement. To the extent any translated version of this agreement conflicts with the English version, the English version takes precedent.

Date of Last Revision: June 5, 2015.