

Terms of Use Agreement
Effective: August 21, 2015

1. Acceptance of the Terms and Conditions.

1.1 Boxygen LLC (herein referred to as the "**Company**," "**we**," "**us**" or "**our**") provides and makes available this web site (the "**Web Site**"). All use of the Web Site is subject to the terms and conditions contained in this Terms of Use Agreement (this "**Agreement**"). Please read this Agreement carefully. By accessing, browsing or otherwise using the Web Site, you acknowledge that you have read, understood, and agree to be bound by this Agreement and that you are at least 13 years of age and eligible to use this Web Site and place an order for our product. If you do not accept the terms and conditions of this Agreement, you shall not access, browse or use the Web Site. If you are 13 to 17 years of age, you must use this Web Site and/or purchase and use our products only with the involvement of your parent or guardian.

1.2 You understand and agree that we may change this Agreement at any time without prior notice. You may read a current, effective copy of this Agreement at any time by selecting the "Terms of Use" link on the Web Site. The revised terms and conditions will become effective at the time of posting. Any use of the Web Site after such date shall constitute your acceptance of such revised terms and conditions. If any change to this Agreement is not acceptable to you, your sole remedy is to cease accessing, browsing and otherwise using the Web Site.

1.3 Your access to and use of the Web Site is also subject to the Company's Privacy Policy, the terms and conditions of which are hereby incorporated herein by reference.

2. Use of the Web Site.

2.1 This Web Site contains material, including but not limited to software, text, graphics and images (collectively referred to as the "**Content**"). We may own the Content or portions of the Content may be made available to us through arrangements that we have with third-parties. The Content is protected by United States and foreign intellectual property laws. Unauthorized use of the Content may result in violation of copyright, trademark, and other laws. You have no rights in or to the Content, and you will not use, copy or display the Content except as permitted under this Agreement. No other use is permitted without our prior written consent. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. Purchases from the Company are intended for end users only. Products sold by the Company are not authorized for resale. The resale of or offer to sell a new Company product without the authority of the Company is an infringement of the Company's rights. Your submission of your order shall constitute your full acceptance of these restrictions on resale. The use or posting of any of the Content on any other web site or in a networked computer environment for any purpose is expressly prohibited. If you violate any part of this Agreement, your right to access and/or use the Content and Web Site shall automatically terminate and you shall immediately destroy any copies you have made of the Content.

2.2 The trademarks, service marks, and logos of the Company (the "**the Company Trademarks**") used and displayed on this Web Site are registered and unregistered trademarks or service marks of the Company. Other company, product, and service names located on the Web Site may be trademarks or service marks owned by third-parties (the "**Third-Party Trademarks**", and, collectively with the Company Trademarks, the "**Trademarks**"). Nothing on this Web Site or in this Agreement should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on this Web Site without the prior written consent of the Company specific for each such use. The Trademarks may not be used to disparage the Company or the applicable third-party, the Company's or third-party's products or services, or in any manner (using commercially reasonable judgment) that may damage any goodwill in the Trademarks. Use of any Trademarks as part of a link to or from any web site is prohibited without the Company's prior written consent. All goodwill generated from the use of any the Company Trademark shall inure to the Company's benefit.

2.3 You agree not to: (a) take any action that imposes an unreasonable load on the Web Site's infrastructure, (b) use any device, software or routine to interfere or attempt to interfere with the proper working of the Web Site or any activity being conducted on the Web Site, (c) attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or making up the Web Site, (d) delete or alter any material posted on the Web Site by the Company or any other person or entity, (e) frame or link to any of the materials or information available on the Web Site or (f) post any material that is knowingly false and/or defamatory, inaccurate, abusive, vulgar, hateful, harassing, obscene, profane, sexually oriented, threatening, invasive of a person's privacy, or otherwise violative of any law. In

addition, you agree that you will comply with all applicable local, national, and international laws and regulations that relate to your use of or activities on the Web Site. We will not be responsible or liable to any third party, for the content or accuracy of any materials posted by you or any other user of the Web Site. We have the right to remove any material or posting you make on the Web Site if, in our opinion, such material does not comply with the content standards set out in this Agreement.

2.4 The Web Site may contain links to third-party web sites (“**External Sites**”). Any such links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of any such External Sites is developed and provided by others. You should contact the site administrator or Webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites.

We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of any materials on such External Sites. You should take precautions when downloading files from all web sites to protect your computer from viruses and other destructive programs. If you decide to access any External Sites, you do so at your own risk.

2.5 Certain elements of the Web Site are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including but not limited to, the use of framing or mirrors. None of the Content for this Web Site may be retransmitted without the express written consent from the Company for each and every instance.

3. Guarantee

3.1 The Company offers a 30-day Money Back Guarantee for the Boxygen™ Home Fitness Program. Returned merchandise must include all original accessories, literature, documentation and packaging in the same saleable condition in which it was received by you. Returned merchandise which is damaged or which does not satisfy the preceding sentence will not be eligible for a refund. Refunds for returns will only cover the purchase price and any sales taxes charged. Refunds will be processed in the same form of payment as your original purchase and may take 30 days or longer from the date of our receipt to process. Refunds will not be made for any shipping and handling charges. You are responsible for and must prepay all return shipping charges and shall assume all risk of all loss or damage to the product while in transit to the Company. Merchandise must be postmarked within 30 days after the date on which the merchandise was originally shipped by the Company to you. The Company retains the right to refuse delivery of merchandise returned after such date.

3.2 All product information on the Web Site or made available by us are intended to represent no more than a general illustration of the products and do not constitute a warranty or representation by us that the products will conform with the same.

4. Product and Service Descriptions

4.1 We have taken reasonable precautions to try to ensure that all product descriptions, prices and other information shown on the Web Site are correct and fairly described. However, when ordering products or services through the Web Site, please note that:

- a) we reserve the right not to accept any orders if there is a material error in the description of the product or service, or if the price advertised is incorrect;
- b) all prices are displayed in United States Dollars unless expressly indicated otherwise;
- c) packaging may vary from that shown on the Web Site;
- d) any weights, dimensions, and capacities shown on the Web Site are approximate only; and
- e) all items are subject to availability and we will inform you as soon as reasonably possible if the product(s) or service(s) you have ordered is not available and whether we may offer you an alternative product(s) or service(s) of equal or higher quality and value.

4.2 Please also note that the terms of any products offered by the Company and/or purchased by you, such as pricing, specifications, delivery times, and/or package contents, are subject to change by the Company by providing

you advanced notice, including by posting notice of the change on our Web Site or sending you an email to the address you provided at purchase. We will not incur any obligation as a result of such change. By continuing to accept products after we have notified you of a change to any terms, you will be deemed to have accepted the change.

5. Order and Payment Information

5.1 Any prices, quotations and descriptions of any products are subject to availability, do not constitute an offer and may be withdrawn or revised at any time prior to our express Acceptance of your order (as described below). While we make every effort to ensure that products appearing on the Web Site are available, we cannot guarantee that all products are in stock or will be immediately available when you submit your order. We may reject your order (without liability) if we are unable to process or fulfill it. If this is the case, we will refund any prior payment that you have made for such products.

5.2 An order submitted by you constitutes an offer by you to us to purchase the applicable products on these conditions in this Agreement and is subject to our subsequent acceptance. Our acceptance of your order takes effect and the contract concluded at the point where such offer is expressly accepted by us by shipment of your order and accepting your credit card or other payment ("**Acceptance**"). We may keep records of orders received, acknowledgements, acceptances and other contract records for a reasonable period after Acceptance.

5.3 Sales tax may be applied to your order. We may need to verify information you provide before we accept an order, and may cancel or limit an order any time after it has been placed. If payment has already been made and your order is cancelled or limited, we will refund any payment you made for the product that will not be shipped due to cancellation or limitation of an order in the same tender as the original purchase. We expressly condition our Acceptance of your order on your agreement to this Agreement.

5.4 In ordering products through the Web Site or otherwise, you agree to provide only true, accurate, current, and complete information. You hereby certify that any email account you provide to us is registered to you. We shall have the right to bar your access to and use of the Web Site or our other products or services if we have reasonable grounds to believe that you have provided untrue, inaccurate, not current, or incomplete information to us, or for any other reason we, in our sole discretion, deem appropriate. You agree that if you are ordering or purchasing products on behalf of a company, that you have sufficient authority to bind that company to this Agreement. You agree that your placement of an electronic order on the Web Site is sufficient to satisfy any applicable Statute of Frauds, and no further writing is required.

5.5 We ship our products to addresses in the continental United States only (the "United States"). Unless otherwise specified, prices quoted are exclusive of the costs of shipping or handling to the agreed place of delivery within the United States (charges for which are stated on the Site); and exclusive of taxes or duty which (where applicable) must be added to the price payable; you agree to pay for taxes, shipping or handling of products as such costs are specified by us on the Site when you submit your order.

5.6 Our descriptions of, or references to, products not owned by us on and outside of the Web Site do not imply endorsement of that product, or constitute a warranty, by us.

6. Shipping

6.1 Although we may provide delivery or shipment timeframes or dates, we do not undertake to ship products by a particular date or dates and shall not be liable to you in respect of delays or failure to do so. You further understand that product availability may be limited and particular products may not be available for immediate delivery, in which case the products will be delivered when they become available. We will not be liable for any loss, damage, cost, or expense related to any delay in shipment or delivery. If you breach any of the conditions in this Agreement, then, without prejudice to any of our other rights, we may: (a) stop any products in transit; (b) suspend further product deliveries; and/or (c) terminate your order. We reserve the right to charge you for any extra costs arising from changes you make to the delivery address after you submit an order. Risk of loss of or damage to the products passes to you on delivery or when placed in your possession or that of any carrier or transport provided by you, whichever shall occur first, or at any time that you refuse or fail to take delivery of products.

7. Limitation of Liability and Disclaimer of Warranties.

7.1 THE COMPANY, ITS AFFILIATES, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, OR LICENSORS (COLLECTIVELY, THE “**COMPANY PARTIES**”) MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE CONTENT, INCLUDING BUT NOT LIMITED TO ITS ACCURACY, RELIABILITY, COMPLETENESS, TIMELINESS OR RELIABILITY. THE COMPANY PARTIES SHALL NOT BE SUBJECT TO LIABILITY FOR THE TRUTH, ACCURACY OR COMPLETENESS OF THE CONTENT OR ANY OTHER INFORMATION CONVEYED TO THE USER OR FOR ERRORS, MISTAKES OR OMISSIONS THEREIN OR FOR ANY DELAYS OR INTERRUPTIONS OF THE DATA OR INFORMATION STREAM FROM WHATEVER CAUSE. YOU AGREE THAT YOU USE THE WEB SITE AND THE CONTENT AT YOUR OWN RISK.

THE COMPANY PARTIES DO NOT WARRANT THAT THE WEB SITE WILL OPERATE ERROR-FREE OR THAT THE WEB SITE, ITS SERVER, OR ITS CONTENT ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. IF YOUR USE OF THE WEB SITE OR THE CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, NO COMPANY PARTY SHALL BE RESPONSIBLE FOR THOSE COSTS.

. THE COMPANY PARTIES DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE.

7.2 EXCEPT AS EXPRESSLY STATED OTHERWISE IN SECTION 3, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE WEB SITE, CONTENT AND ALL COMPANY PRODUCTS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND AND WE MAKE NO OTHER REPRESENTATIONS OR WARRANTIES IN RESPECT OF THE WEB SITE, CONTENT OR ANY COMPANY PRODUCT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS.

7.3 IN NO EVENT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, SHALL ANY OF THE COMPANY PARTIES BE LIABLE FOR ANY DAMAGES, CLAIMS, OR LOSSES INCURRED (INCLUDING WITHOUT LIMITATION COMPENSATORY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES), HOWEVER CAUSED, AND UNDER ANY THEORY OF LIABILITY ARISING IN CONNECTION WITH: (I) THE WEB SITE; (II) THE USE OR INABILITY TO USE THE WEB SITE; (III) THE USE OF OR RELIANCE ON ANY CONTENT; (IV) THE PURCHASE OR USE OF ANY PRODUCTS OFFERED OR SOLD THROUGH THE WEB SITE OR OTHERWISE; (V) UNAUTHORIZED ACCESS TO OR ALTERATION OR LOSS OF YOUR TRANSMISSIONS OR DATA OR OTHER INFORMATION THAT IS SENT OR RECEIVED; (VI) ERRORS, SYSTEM DOWN TIME, NETWORK OR SYSTEM OUTAGES, OR FILE CORRUPTION OR SERVICE INTERRUPTIONS; OR (VII) OTHERWISE UNDER THIS AGREEMENT, WHETHER OR NOT REASONABLY FORESEEABLE, EVEN IF ANY COMPANY PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS, OR LOSSES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7.4 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE COMPANY PARTIES’ AGGREGATE LIABILITY TO YOU FOR ANY CAUSE OF ACTION OR CLAIM WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, RELATING TO THE WEBSITE, CONTENT OR ANY COMPANY PRODUCT WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU IN THE LAST 90 DAYS TO THE COMPANY FOR ANY PRODUCTS SUPPLIED BY THE COMPANY THROUGH YOUR USE OF THE WEB SITE OR OTHERWISE. YOU ARE ADVISED TO CONSULT A PHYSICIAN PRIOR TO STARTING ANY EXERCISE PROGRAM. RESULTS MAY VARY.

7.5 WE SHALL NOT BE LIABLE TO YOU NOR HELD IN BREACH OF CONTRACT FOR ANY LOSS OR DAMAGE WHICH MAY BE SUFFERED AS A DIRECT OR INDIRECT RESULT OF US BEING PREVENTED, HINDERED OR DELAYED IN THE PERFORMANCE BY REASON OF ANY CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, AND IN SUCH EVENT WE MAY ELECT TO CANCEL YOUR ORDER AND REFUND ANY PAYMENTS MADE. ANY INFORMATION SUBMITTED OR PROVIDED BY YOU TO THE WEB SITE MIGHT BE PUBLICLY ACCESSIBLE. IMPORTANT AND PRIVATE INFORMATION SHOULD BE PROTECTED BY YOU. WE ARE NOT LIABLE FOR PROTECTION OF PRIVACY OF ELECTRONIC MAIL OR OTHER INFORMATION TRANSFERRED THROUGH THE INTERNET OR ANY OTHER NETWORK THAT YOU MAY USE.

7.6 SOME STATES DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF THE COMPANY PARTIES SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

8. Indemnification. You agree to defend, indemnify, and hold harmless the Company Parties from and against any claims, actions or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from your breach of this Agreement or your access to, use or misuse of the Content, the Company products or Web Site. The Company shall provide notice to you of any such claim, suit, or proceeding. The Company reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting the Company's defense of such matter.

9. Termination of this Agreement.

9.1 The Company reserves the right, in its sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Web Site or the Content at any time and for any reason without prior notice or liability. The Company reserves the right to change, suspend, or discontinue all or any part of the Web Site or the Content at any time without prior notice or liability.

9.2 Sections 2, 7, 8, 9 and 12 of this Agreement shall survive the termination of this Agreement.

10. User Must Comply with Applicable Laws.

10.1 This Web Site is hosted in Newton, Massachusetts. We make no claims concerning whether the Content may be downloaded, viewed, or be appropriate for use outside of the United States. If you access the Web Site or the Content from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

10.2 The United States controls the export of products and information. You expressly agree to comply with such restrictions and not to export or re-export any of the Content to countries or persons prohibited under the export control laws. By downloading the Content, you are expressly agreeing that you are not in a country where such export is prohibited or are a person or entity for which such export is prohibited. You are solely responsible for compliance with the laws of your specific jurisdiction regarding the import, export, or re-export of the Content.

11. U.S. Government Restricted Rights. The Content is provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the Government is subject to the restrictions contained in 48 CFR 52.227-19 and 48 CFR 252.227-7013 et seq. or its successor. Use of the Web Site or Content by the Government constitutes acknowledgement of our proprietary rights in the Web Site and Content.

12. Miscellaneous.

This Agreement is governed by the internal substantive laws of the Commonwealth of Massachusetts, without respect to its conflict of laws provisions. You expressly agree to submit to the exclusive personal jurisdiction of the state and federal courts sitting in the City of Boston in the Commonwealth of Massachusetts. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. Failure of the Company to act on or enforce any provision of this Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against the Company unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. Except as expressly agreed by the Company and you, this Agreement constitutes the entire Agreement between you and the Company with respect to the subject matter, and supercedes all previous or contemporaneous agreements, whether written or oral, between the parties with respect to the subject matter. The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of our successors, assigns, licensees, and sublicensees. You shall not assign or transfer, or purport to assign or transfer, your rights under these Conditions.