

RIMAN Customer Terms and Conditions

RIMAN Customer Terms and Conditions – USA

PLEASE READ THESE TERMS AND CONDITION AND THE PRIVACY POLICY, LOCATED IN THE FOOTER ("PRIVACY POLICY") OF WWW.RIMAN.COM, BEFORE USING THIS SITE OR PURCHASING ANY PRODUCT OR SERVICES FROM RIMAN INC.

These Terms and Condition are an agreement (the "Agreement") between RIMAN Inc. ("Company", "we" or "us") and you ("you" or "User"). The following Terms and Conditions, together with any documents and/or additional terms they expressly incorporate by reference (collectively "Terms and Conditions"), govern your access to and use of www.RIMAN.com (the "Site"). The Terms and Conditions supersede all prior or other arrangements, understandings, negotiations, and discussions, whether oral or written. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

This Agreement sets forth the legal terms and conditions governing your use of this Site and your purchase and/or use of any RIMAN Inc. goods, services (collectively referred to hereinafter as, "Offerings"). This Agreement also provides information on how to become an RIMAN Inc. Planner or RIMAN Inc. Customer.

Your use of the Site and all information, data, text, software, information, images, sounds or other materials contained therein, or your use or purchase of any other Offerings confirms your unconditional agreement to be bound by this Agreement and is subject to your continued compliance with the terms and conditions of this Agreement. If you do not agree to be bound by this Agreement, do not access or otherwise use the Site or participate in any of the Offerings.

By using this Site, you represent and warrant that you are of the legal age of majority under applicable law to form a binding contract with the Company.

The information and features included in this Site are subject to change at any time without notice. By accessing or linking to this Site (to the extent linking is permissible), you assume the risk that the information on this Site may be changed or removed.

1. MODIFICATIONS TO THE TERMS AND CONDITIONS AND TO THE SITE We reserve the right at any time to:

Change the terms and conditions of this Agreement; Enhance, add to, modify or discontinue the Site or other Offerings, or any portion of the Site or other Offerings, at any time in our sole discretion.

From time to time, we reserve the right, in our sole discretion, to modify, update, add to, discontinue, remove, revise or otherwise change any portion of this Agreement, in whole or in part, at any time. For changes to this Agreement that we consider to be material, we will place a notice on the Site by revising the link on the homepage to read substantially as "Updated Terms and Condition" for a reasonable amount of time. You agree to periodically review the terms and conditions in order to be aware of any such modifications. Any and all such modifications are effective immediately upon posting and apply to all access to and continued use of the Site.

If you provide information to us, access or use the Site or participate in any Offering in any way after this Agreement has been changed, you will be deemed to have read, understood, and consented to and agreed to such changes. The most current version of this Agreement will be available on the Site and will supersede all previous versions of this Agreement.

We will not be liable if, for any reason, all or any part of the Site is restricted to users or unavailable at any time or for any period.

2. ACCESS

You must obtain access to the Internet and may pay any service fees associated with such access to use the Site if you are Planner. In addition, you must provide all equipment necessary for you to access the Internet. You are and will remain solely responsible for the purchase, hookup, installation, loading, operation and maintenance of any hardware, software, telephone (cable or other) service, and the Internet access service to your personal computer and for all related costs. You are solely responsible for scanning your hardware and software for computer viruses and other related problems before you use them. We expressly disclaim, subject to Section 19 of this Agreement, any liability or responsibility for any errors or failures relating to the malfunction or failure of your hardware or software in connection with the use of the Site or Offerings.

3. YOUR USE OF THE SITE AND ACCOUNT SET-UP AND SECURITY

The security of your personal information is very important to us. We use physical, electronic, and administrative measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration and disclosure.

The safety and security of your information also depends on you. Users are responsible for obtaining their own access to the Site. Users are required to ensure that all persons who access the Site through a user's internet connection are aware of these Terms and Conditions and comply with them. The Site, including content or areas of the Site, may require user registration. It is a condition of your use of the Site that all the information you provide on the Site is correct, current and complete.

Unfortunately, the transmission of information via the Internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Site. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on our Site.

Any username, password, or any other piece of information chosen by you, or provided to you as part of our security procedures, must be treated as confidential, and you must not disclose it to any other person or entity. You must exercise caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. You understand and agree that should you be provided an account, your account is personal to you, and you agree not to provide any other person with access to the Site or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you logout from your account at the end of each session. You are responsible for any password misuse or any unauthorized access.

We reserve the right at any time and from time to time, to disable or terminate your account, any username, password, or other identifier, whether chosen by you or provided by us, in our sole discretion for any or no reason, including any violation of any provision of these Terms and Conditions.

You are prohibited from attempting to circumvent and from violating the security of this Site, including, without limitation: (a) accessing content and data that is not intended for you; (b) attempting to breach or breaching the

security and/or authentication measures which are not authorized; (c) restricting, disrupting or disabling service to users, hosts, servers, or networks; (d) illicitly reproducing TCP/IP packet header; (e) disrupting network services and otherwise disrupting Site owner's ability to monitor the Site; (f) using any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the material on the Site; (g) introducing any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (h) attacking the Site via a denial-of-service attack, distributed denial-of

service attack, flooding, mailbombing, or crashing; and (i) otherwise attempting to interfere with the proper working of the Site.

3. ELIGIBILITY

You represent and warrant that you are eighteen (18) years of age or older, or if you are under the age of eighteen (18) you are at least the age of thirteen (13) and are accessing the Site with the knowledge and consent of your parent or legal guardian, who will also be deemed to have agreed to this Agreement. Certain features on this Site (including, but not limited to, user registration) and certain Offerings may be subject to heightened age and/or other eligibility requirements.

RIMAN Inc. products and the RIMAN Inc. business opportunity cannot be offered, shipped into or sold in any country outside of those countries that are previously authorized by RIMAN Inc.

4. BECOMING A RIMAN Inc. CUSTOMER OR PLANNER

RIMAN Inc.'s products and services are sold through RIMAN Inc. 's network of Planners. To purchase RIMAN Inc. goods or services, you do not have to become a Planner. Instead, you can purchase RIMAN Inc. products from a Planner or become a RIMAN Inc. Customer. If you are interested in purchasing products from a Planner or becoming a Customer, please see the Product Section of the Site. If, however, you are interested in starting your own business as RIMAN Inc. Planner, please see the Business Opportunity section of the Site.

5. RIMAN Inc. RETAIL CUSTOMER, CUSTOMER, AND PLANNER REFUND POLICIES

Retail Customer and Customer Refund Policy

RIMAN Inc. guarantees the quality of any product which carries the RIMAN Inc. name and certifies that the products manufactured for it meet high standards of freshness and purity for customer use. We are confident that our customers will find our products satisfactory in every way. However, if for any reason, a retail customer or Customer is not completely satisfied with any RIMAN Inc. product purchased directly from RIMAN Inc. or a RIMAN Inc. Planner, you may return it within 30 days from receipt for a full refund or product exchange. Refunds and exchanges may be obtained by following the instructions available at RIMAN.com or by calling 213-988-6050 or by contacting your RIMAN Inc. Planner. This guarantee is limited, subject to Section 16 of this Agreement, only by the terms of certain specific warranties attached to or packaged with certain products and does not apply to any product intentionally damaged or misused.

Planner Refund Policy

If a Planner Business is canceled for any reason, Planner may return all unopened products that were purchased in the previous 12 months for a full refund. To obtain a refund, Planner may call RIMAN Inc. at 213-988-6050 or submit the refund form available at RIMAN.com.

6. INFORMATION AND PRIVACY

If you provide information to the Site, you agree to provide accurate, current, and complete information where requested and you agree to maintain and update such information as appropriate. We will use and maintain personal information that we collect through the Site in accordance with our Privacy Policy.

7. USER FORUMS

Forums, bulletin boards, chat rooms or other interactive areas that are or may be offered on the Site ("User Forums") are provided to give users a forum to express their opinions and share their ideas and information. Your provision of registration information and any submissions you make to the Site through User Forums constitutes your consent to all actions we take with respect to such information, consistent with our Privacy Policy.

The individual who posts content in the User Forums ("Community Content") is responsible for the reliability, accuracy, and truthfulness of such content, and we have no control over the same. Additionally, we have no control over whether any such posted material is of a nature that users will find offensive, distasteful, or otherwise unacceptable and expressly disclaim any responsibility for

such material.

We do not and cannot review every message posted by users in the User Forums and are not responsible for the content of these messages or the views or opinions expressed by the users of the User Forums. Information disclosed in the User Forums is by design revealed to the public. We reserve the right, but are not obligated, to delete, move or edit content, in whole or in part, submitted by you to the Site for any reason in our sole discretion. In addition, we may delete, move, edit or disclose the contents of messages when it is required to do so by law or in a good faith belief that such action is necessary to protect and defend our rights and property or to protect the safety of our users or the public. In no event do we assume any obligation to monitor the User Forums or remove any specific material.

You understand that the uploading to and/or posting of any Community Content in any User Forum shall not be subject to any obligation of confidentiality on the part of Company, and we shall not be liable, subject to Section 19 of this Agreement, for any use or disclosure of any Community Content.

(a) Restrictions on Use

In consideration for your use of the User Forums and functionality, you agree to comply with the "Community Guidelines" set forth below. Without limiting our other rights and remedies, individuals who violate the following Community Guidelines may, at our sole discretion, be permanently banned from using the Site:

- Harass, stalk, or otherwise abuse another user;
- Transmit, post, send, upload, distribute, submit, or otherwise make available any content that suggests that participating in the RIMAN Inc. opportunity will result in a lavish lifestyle, including the following, or any substantially similar images: opulent mansions, private helicopters, jets, or yachts; or exotic automobiles;
- Transmit, post, send, upload, distribute, submit, or otherwise make available any content that is false, harmful, threatening, abusive, tortious, defamatory, libelous, disparaging (including disparaging of RIMAN Inc.), vulgar, obscene, pornographic or that promotes violence, racial hatred, terrorism or illegal acts, or is otherwise objectionable (as determined by us in our sole discretion);
- Transmit, post, send, upload, distribute, submit, or otherwise make available any content which is or could be detrimental to or which may otherwise diminish, damage, or weaken the reputation or image of RIMAN Inc., its products, Planner, trademarks, trade names or goodwill.
- Transmit, post, send, upload, distribute, submit, or otherwise make available any content that is unlawful or infringes, violates, or misappropriates any patent, trademark, trade identity right, trade secret, publicity right, privacy right, copyright or any other intellectual property or any other rights of any third party,
- Transmit, post, send, upload, distribute, submit or otherwise make available any viruses, Trojan horses or other harmful, disruptive or destructive files or material that interferes with any third party's use and enjoyment of the Site;
- Impersonate any person or entity, or otherwise disguise the origin of any content transmitted through the Site or to RIMAN Inc., including forging any TCP/IP packet header or any part of the header information in any transmission to the Site for any reason;
- Transmit, post, send, upload, distribute, submit, or otherwise make available through the Site any personal advertising, junk mail, spam, chain letters, pyramid schemes or offer for sale of any products or services, except in areas, if any, specifically designated for such purposes or violate any applicable local, state, provincial, federal or international law, rule or regulation;
- Participate in any part of the Site if you are under the age of 18;
- Transmit, post, send, upload, distribute, submit, or otherwise make available through the Site any content containing any solicitation of funds, promotion, advertising, or solicitation for goods or services. You also hereby acknowledge that you are prohibited from soliciting other guests to join or become members of any commercial online service or other organization;

- Collect or harvest the information of any user or otherwise access the Site using automated means (including but not limited to harvesting bots, robots, spiders or scrapers);
- “Frame”, “mirror” or “deep link” any part of the Site or other Offerings without our prior written authorization;
- Link to any page within the Site or other Offerings from any web site or web page that makes any claims as to the curative or health enhancing powers of any substance, whether or not such substance is produced, marketed, sold or distributed by us;
- Involve, provide, or contribute any false, inaccurate or misleading information;
- Impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing);
- Encourage any other conduct that restricts or inhibits anyone’s use or enjoyment of the Site, or which, as determined by us, may harm the Company or users of the Site or expose them to liability;
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, or alarm any other person.

We do not endorse the Community Content in the User Forums and specifically disclaim any responsibility or liability, subject to Section 16 of this Agreement, to any person or entity (including, without limitation, persons who may use or rely on such material) for any loss, damage (whether actual, consequential, punitive or otherwise), injury, claim, liability or other cause of any kind or character based upon or resulting from any Community Content provided through a User Forum. By posting or uploading Community Content to any User Forum or submitting any other Community Content to us, you automatically grant (or warrant that the owner of such rights has expressly granted) us a perpetual, worldwide, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, sub-license, create derivative works from and distribute such materials or incorporate such Community Content into any form, medium, or technology now known or hereafter devised throughout the universe in perpetuity. In addition, you warrant that the content as uploaded or posted by you does not violate any person's so-called publicity rights or "moral rights" or other similar or analogous rights under any applicable laws in any country or region of the world.

By submitting Community Content to any User Forum, you declare and warrant that you own or have the necessary rights to submit the Community Content and have the right to grant the license hereof to us. You represent and warrant that all User Submissions comply with applicable laws and the standards set out in these conditions.

8. USE OF EMAIL ADDRESSES PROVIDED BY THE SITE

When using any email address, or e-card/e-message functionality, provided to you on or through the Site or other Offerings, you agree to use such email address in accordance with all applicable laws and not to transmit to any person or entity.

Any content that violates the Community Guidelines set forth above with respect to the User Forums or that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, vulgar, obscene, harmful, harassing, tortious, invasive of another's privacy, hateful, or is racially, ethnically or otherwise objectionable, or is subject to an agreement of confidentiality, or infringes upon our or any third party's intellectual property or other rights.

Any non-public information about any company.

Any trade secret or any computer code, files or programs (for example, a computer virus) designed to interrupt, destroy, compromise the security of or limit the functionality of any device.

Spamming is strictly prohibited. Spam is defined for this purpose as sending an unsolicited message to any persons, entities, newsgroups, forums, e-mail lists or other groups or lists unless prior authorization has been obtained from the e-mail recipient which explicitly permits sending e-mail communication to them, or unless a business or personal relationship has already been established

with the e-mail recipient. IF YOU ARE "SPAMMED" BY SOMEONE WHO IS SELLING OR DESCRIBING RIMAN Inc. 'S PRODUCTS OR BUSINESS OPPORTUNITY, PLEASE CONTACT US PROMPTLY.

The use of false headers in emails or falsifying, forging, or altering the origin of any e-mail in connection with RIMAN Inc. and/or its products and services is prohibited. If a person or entity indicates that they do not want to receive email, you agree not to send email to such person or entity. If a person initially agrees to receive email, but later asks to stop receiving email, you must abide by that request.

RIMAN Inc. prohibits engaging in any of the foregoing activities, yourself or through the service of another provider, remailer service or otherwise.

9. OUR PROPRIETARY RIGHTS

This Site and all of the content it contains, or may in the future contain, including but not limited to articles, opinions, other text, directories, guides, photographs, illustrations, images, video and audio clips and advertising copy, as well as the trademarks, copyrights, logos, domain names, code, trade names, service marks, patents and any and all copyrightable material (including source and object code) and/or any other form of intellectual property (collectively, the "Material") are owned by or licensed to us or other authorized third parties and are protected from unauthorized use, copying and dissemination by copyright, trademark, publicity and other laws and by international treaties. Unless expressly permitted in writing by us, you shall not capture, reproduce, perform, transfer, sell, license, modify, create derivative works from or based upon, republish, reverse engineer, upload, edit, post, transmit, publicly display, frame, link, distribute, or exploit in whole or in part any of the Material. Nothing contained in this Agreement or on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Material in any manner without the prior written consent of us or such third party that may own the Material or intellectual property displayed on the Site.

Unauthorized use, copying, reproduction, modification, publication, republication, uploading, framing, downloading, posting, transmitting, distributing, duplication or any other misuse of any of the material is strictly prohibited. The Company name, trademarks, logo, and all related names, logos, product and service names, designs, images, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. Other names, logos, product and service names, designs, images, and slogans mentioned, or which appear on this Site are the trademarks of their respective owners. Use of any such property, except as expressly authorized, shall constitute an infringement or violation of the rights of the property owner and may be a violation of legislation and could subject the infringer to legal action.

Any use of the Material other than as permitted by this Agreement will, subject to Section 19 of this Agreement, constitute a violation of this Agreement and may constitute copyright and/or patent infringement. You agree not to use the Material for any unlawful purposes and not to violate our rights or the rights of others. You agree not to interfere or permit any third party to interfere with the normal processes or use of the Site by other users, including without limitation by attempting to access administrative areas of the Site. You are advised that we will aggressively enforce our rights to the fullest extent of the law. We may add, change, discontinue, remove, or suspend any of the Material at any time, without notice and without liability. RIMAN Inc., our logo, and the name of the products produced, marketed, sold or distributed by the RIMAN Inc., are trademarks and/or service marks of RIMAN Inc. International of America, Inc., or its affiliates. All other trademarks, service marks, and logos used on the Site or other Offerings are the trademarks, service marks or logos of their respective owners.

You shall not directly or indirectly reproduce, compile for an internal database, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Site, in any form or medium whatsoever except:

- a. your computer and browser may temporarily store or cache copies of materials being accessed and viewed;
- b. a reasonable number of copies for personal use only may be printed keeping any proprietary notices thereon, which may only be used for non-commercial and lawful personal use and not for

further reproduction, publication, or distribution of any kind on any medium whatsoever;

- c. one single user copy may be downloaded with any proprietary notices intact, for your own personal, non-commercial use, conditional on your agreement to be bound by our end user license agreement for such downloads;
- d. in the event social media platforms are linked to certain content on our Site, you may take such actions as our Site and such third-party social media platforms permit.

Users are not permitted to modify copies of any materials from this Site nor delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site. You must not access or use for any commercial purposes any part of the Site or any services or materials available through the Site.

If you print off, copy, or download any part of our Site in breach of these Terms and Conditions, your right to use the Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. You have no right, title, or interest in or to the Site or to any content on the Site, and all rights not expressly granted are reserved by the Company. Any use of the Site not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may infringe or violate copyright, trademark, and other intellectual property or other proprietary laws.

10. MEMBERSHIP AND REGISTRATION

Certain areas of the Site may require registration or may otherwise ask you to provide information to participate in certain features or to access certain content. The decision to provide this information is purely voluntary and optional; however, if you elect not to provide such information, you may not be able to access certain content or participate in certain features of the Site.

If you register with the Site, you agree to accept responsibility, subject to Section 19 of this Agreement, for all activities that occur under your account, email, or password, if any, and agree you will not sell, transfer or assign your membership, any membership rights or any Site issued email address or e-card/e-message functionality. You are responsible for maintaining the confidentiality of your password, if any, and for restricting access to your computer so that others may not access the password protected portion of the Site or your Site issued email account using your name in whole or in part. We may, in our sole discretion, and at any time, with or without notice, terminate your access and membership, for any reason or no reason at all.

11. IDEA SUBMISSIONS

We are pleased to hear from users and welcome your comments regarding RIMAN Inc.'s services and products. Nevertheless, our long-standing company policy does not allow us to accept or consider creative ideas, suggestions, or materials other than those it has specifically requested (see below). While we value your feedback on our services and products, we request that you be specific in your comments on those services and products, and that you not submit any creative ideas, suggestions, or materials. We hope you will understand that it is the intent of this policy to avoid the possibility of future misunderstandings when projects developed by us, or our affiliates' professional staff might seem to others to be similar to their own creative work. Accordingly, we ask that you do not send us any original creative materials such as show designs, photographs, drawings, or original artwork.

If you send or post certain specific submissions at our request (e.g., via message boards or in connection with contests) or if you send us creative suggestions, ideas, notes, photographs, drawings, concepts, or any other information (each, a "Submission" and collectively, the "Submissions") despite our request that you not send us any unsolicited Submissions or other creative materials, the Submission will be treated as non-confidential and

non-proprietary in each instance. For purposes of this Paragraph, all Community Content shall be deemed included in the definition of Submissions. None of the Submissions shall be subject to any obligation of confidence on the part of us, and we shall not be liable for any use or disclosure of any Submissions. Any Submission may be used by us without restriction for any purpose whatsoever, including, without limitation, reproduction, disclosure, transmission, publication, broadcast or

posting, and you hereby irrevocably waive, release and give up any claim that any use of such Submission violates any of your rights, subject to Section 19 of this Agreement, including, without limitation, copyrights, trademarks, moral rights, privacy rights, proprietary or other property rights, publicity rights, or right to credit for the material or ideas. We shall have and are irrevocably granted the right, but not the obligation, to reproduce, modify, adapt, publish, broadcast, license, perform, post, sell, translate, incorporate, create derivative works from, distribute and otherwise use the Submission in any and all media, now known or hereafter devised, throughout the universe, in perpetuity, without according you any compensation or credit. By submitting a Submission to this Site or us, you represent that such Submission is original with you and does not violate or infringe upon the rights of any third parties, including, without limitation, any intellectual property rights and rights of publicity and/or privacy. All Submissions to the Site and/or us shall be our sole property and will not be acknowledged or returned.

You agree and understand that we are not obligated to use any Submission you make to the Site or us and you have no right to compel such use. You hereby acknowledge and agree that your relationship with us is not a confidential, fiduciary, or other special relationship, subject to Section 16 of this Agreement, and that your decision to submit any material to us does not place us in a position that is any different from the position held by members of the general public with regard to your Submission. You understand and acknowledge that we have wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to us or being developed by our own employees. Many ideas or stories may be competitive with, similar or identical to your Submission in theme, idea, plot, format, or other respects. You acknowledge and agree that you will not be entitled to any compensation as a result of our use of any such similar or identical material. Finally, you acknowledge that, with respect to any claim you may have relating to or arising out of an actual or alleged exploitation or use of any material you submit to the Site and/or us, the damage, if any, thereby caused will not be irreparable or otherwise sufficient to entitle you to injunctive or other equitable relief or to in any way enjoin the production, distribution, exhibition or other exploitation of any production based on or allegedly based on the material, and your rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law, subject to Section 19 of this Agreement.

12. SITE MONITORING, SUSPENSION, ENFORCEMENT AND TERMINATION

Our Company has the right, without provision of notice to:

- Remove or refuse to post on the Site any User Submissions for any or no reason in our sole discretion. - At all times, take such actions with respect to any User Submission deemed necessary or appropriate in our sole discretion, including, without limitation, for violating these Terms and Conditions. - Take appropriate legal action, including, without limitation, referral to law enforcement or regulatory authority, or notifying the harmed party of any illegal or unauthorized use of the Site.
Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site.

- Terminate or suspend your access to all or part of the Site for any or no reason, including, without limitation, any violation of these Terms and Conditions.

You waive and hold harmless the Company from any and all claims resulting from any action taken by the Company relating to any investigations by either the Company or by law enforcement authorities.

We have no obligation, nor any responsibility to any party to monitor the Site or its use, and do not and cannot undertake to review material that you or other users submit to the Site. We cannot ensure prompt removal of objectionable material after it has been posted and we have no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party, subject to applicable laws.

13. NO RELIANCE

The content on our Site is provided for general information purposes only. It is not intended to amount to advice on which you should rely. You must obtain more specific or professional advice before

taking, or refraining from, any action or inaction on the basis of the content on our site.

Although we make reasonable efforts to update the information on our Site, we make no representations, warranties, or guarantees, whether express or implied, that the content on our Site is accurate, complete, or up to date. Your use of the Site is at your own risk and the Company has no responsibility or liability whatsoever for your use of this Site.

This Site may include content provided by third parties, including from other users and third-party licensors. All statements and/or opinions expressed in any such third-party content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. Such materials do not necessarily reflect the opinion of the Company. The Company has no responsibility or liability whatsoever to you, or any third party, for the content or accuracy of any third-party materials.

14. PRIVACY

By submitting your personal information and using our Site, you consent to the collection, use, reproduction, hosting, transmission, and disclosure of any such user content submissions in compliance with our Privacy Policy, as we deem necessary for use of the Site.

By using this Site, you are consenting to the use of cookies which allow a server to recall previous requests or registration and/or IP addresses to analyze Site use patterns. You can set your browser to notify you before you receive a cookie, giving you the chance to decide whether to accept it. You can also set your browser to turn off cookies. If you do, however, some areas of the Site may not function adequately.

15. COPYRIGHTS AND COPYRIGHT AGENT

RIMAN Inc. respects the intellectual property of others, and we ask our users to do the same. In accordance with the Digital Millennium Copyright Act, RIMAN Inc. has designated a Copyright Agent to receive notice of claims of copyright infringement on the Site. RIMAN Inc. 's Copyright Agent may be reached at compliance@RIMAN.com.

If you believe that any Community Content infringes the copyright in a work that is owned or controlled by you or if you believe that your work has been copied in a way that constitutes copyright infringement, please promptly provide RIMAN Inc. 's Copyright Agent the following information in writing (see 17 U.S.C. § 512(c)(3) for further detail):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest.
- A description of the copyrighted work that you claim has been infringed, or if multiple copyrighted works are covered by a single notification, a representative list of such works.
- The exact URL or a description reasonably sufficient to permit RIMAN Inc. to locate where the alleged infringing material is located on the Site;
- Your name, address, telephone number and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law and does not qualify as fair use.
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are either the copyright owner or authorized to act on the copyright owner's behalf.

16. PROMOTIONS

This Site may contain sweepstakes, contests or other promotions that require you to send material or information about yourself. Please note that sweepstakes, contests or promotions offered via the Site may be, and often are, governed by a separate set of rules that, in addition to describing such sweepstakes, contest or promotion, may have eligibility requirements, such as certain age or

geographic area restrictions, terms and conditions governing the use of material you submit, and disclosures about how your personal information may be used. It is your responsibility to read such rules to determine whether or not you want to and are eligible to participate, register and/or enter. By entering any such sweepstakes, contest or other promotion, you agree to comply with abide by such rules and the decisions of the sponsor(s) identified therein, which shall be final and binding in all respects.

17. LINKS

We may provide links to third party web sites or resources. Our provision of such links is not an endorsement of any information, product or service reached through such link. We are not responsible for the content or performance of any portion of the Internet including other Worldwide Sites to which the Site may be linked for from which the Site may be accessed. You are requested to inform us of any errors or inappropriate material found on Sites to which this Site is or may be linked.

18. ERRORS

Although we attempt to maintain the integrity of the Site and other Offerings, we make no guarantee as to the accuracy or completeness of the Site or other Offerings. If you believe that you have discovered an error in the Site or other Offerings, please contact us at 213-988-6050 and include, if possible, a description of the error, its URL location and your contact information. We will make reasonable efforts to address your concerns.

19. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT THIS SITE AND ALL MATERIAL AND INTELLECTUAL PROPERTY CONTAINED ON IT ARE DISTRIBUTED "AS IS" "AS AVAILABLE" "WITH ALL FAULTS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER RIGHTS WHICH VARY BY JURISDICTION.

NEITHER THE COMPANY NOR ITS PARENT, SUBSIDIARIES, AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS MAKE ANY WARRANTY,

REPRESENTATION, OR ENDORSEMENT WITH RESPECT TO COMPLETENESS, SECURITY, RELIABILITY, SUITABILITY, ACCURACY, CURRENCY, OR AVAILABILITY OF THE SITE OR ITS CONTENTS. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ITS PARENT, SUBSIDIARIES, AFFILIATES OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS REPRESENT OR WARRANT THAT THE SITE, ITS CONTENT, OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE SITE WILL BE ACCURATE, RELIABLE, ERROR FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES OR DATA AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE SITE WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE SOLELY AND ENTIRELY RESPONSIBLE FOR YOUR USE OF THE SITE AND YOUR COMPUTER, INTERNET, AND DATA SECURITY. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DENIAL-OF-SERVICE ATTACK, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, OVERLOADING, FLOODING, MAILBOMBING, OR CRASHING, VIRUSES, TROJAN HORSES, WORMS, LOGIC BOMBS, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE SITE OR TO

YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY SITE LINKED TO IT.

YOU AGREE THAT WE AND OUR PARENTS, AFFILIATES, SUBSIDIARIES, LICENSORS AND ASSIGNS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, OFFICERS AND DIRECTORS (COLLECTIVELY, THE "RELEASED PARTIES"), ARE NOT LIABLE TO YOU FOR DAMAGES OF ANY KIND, WHETHER BASED IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA) ARISING OR RESULTING IN ANY WAY FROM OR IN CONNECTION WITH THIS SITE, THE OFFERINGS, THE USER FORUMS, THE MATERIAL, OR ANY ERRORS OR OMISSIONS IN ITS TECHNICAL OPERATION OR THE MATERIAL, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO, THIS SITE OR ITS RELATED INFORMATION OR PROGRAMS.

NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL THE RELEASED PARTIES BE LIABLE TO YOU FOR ANY REASON OR ANY CAUSE OF ACTION WHATSOEVER IN AN AMOUNT GREATER THAN FIFTY DOLLARS (\$50). SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS, AND/OR THE DISCLAIMER OF SOME TYPES OF DAMAGES, SO SOME OF THE ABOVE MIGHT NOT APPLY TO YOU.

We make no representation or warranty whatsoever regarding the completeness, accuracy, currency or adequacy of any information, facts, views, opinions, statements, or recommendations contained on this Site, in any Offering and/or the Material. Reference to any product, process, publication, or service of any third party by trade name, domain name, trademark, service mark, logo, manufacturer or otherwise does not constitute or imply its endorsement or recommendation by us. Views and opinions of users of this Site do not necessarily state or reflect those of RIMAN Inc. Users are responsible for seeking the advice of professionals, as appropriate, regarding the information, opinions, advice, or content available at this Site.

The Internet may be subject to breaches of security. We are not responsible for any resulting damage to any user's computer from any such security breach, or from any virus, bugs, tampering, unauthorized intervention, fraud, error, omission, interruption, deletion, defect, delay in operation or transmission, computer line failure or any other technical or other malfunction. You should also be aware that email submissions over the Internet may not be secure, and you should consider this before submitting any information to anyone over the Internet. We make no representation or warranty whatsoever regarding the suitability, functionality, availability, or operation of this Site. This Site may be temporarily unavailable due to maintenance or malfunction of computer equipment.

BY ACCESSING THIS SITE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "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."

NOTICE TO NEW JERSEY RESIDENTS: Your rights are protected under the Truth-in-Consumer Contract, Warranty and Notice Act and New Jersey law generally. The following provisions in these Terms and Condition do not apply to you and are not intended to vary, diminish or alter your rights under New Jersey law: Specifically, **nothing in these Terms and Condition limits, varies, diminishes, affects, or otherwise voids or alters your rights under New Jersey law as they relate to limitations of liability or exculpation (including, but not limited to, limitations on**

indirect, incidental, special, exemplary, consequential or similar damages), dispute resolution, indemnification, venue or jurisdiction, statutes of limitation or repose periods for bringing claims, plain language requirements, representations and warranties of any type or nature (including, but not limited to, conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement), contract remedies, personal injury, tort and negligence claims, conditions of sale, fee-shifting provisions, waiver of attorney fees and/or costs, and copyright. Your rights regarding these specific provisions will be governed by New Jersey law. In the event of any conflict between these Terms and Condition and New Jersey law, New Jersey law shall govern.

20. INDEMNIFICATION

BY USING THIS SITE YOU AGREE TO INDEMNIFY, DEFEND AND HOLD THE RELEASED PARTIES HARMLESS FROM AND AGAINST ANY THIRD PARTY CLAIMS, ALLEGED CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, DAMAGES, LOSSES, LIABILITIES, AND ALL COSTS AND EXPENSES OF DEFENSE, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RELATING TO: YOUR BREACH OF YOUR REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS HEREUNDER; YOUR VIOLATION OF THIS AGREEMENT OR ANY LAW; YOUR USE OF THIS SITE AND/OR THE MATERIAL IN VIOLATION OF THIS AGREEMENT; INFORMATION OR MATERIAL POSTED OR TRANSMITTED THROUGH YOUR COMPUTER OR MEMBERSHIP OR DISTRIBUTORSHIP ACCOUNT, EVEN IF NOT SUBMITTED BY YOU, THAT INFRINGES ANY COPYRIGHT, TRADEMARK, TRADE SECRET, TRADE DRESS, PATENT, PUBLICITY, PRIVACY OR OTHER RIGHT OF ANY PERSON OR DEFAMES ANY PERSON; ANY MISREPRESENTATION MADE BY YOU; AND/OR OUR USE OF YOUR INFORMATION. YOU WILL COOPERATE AS FULLY AND AS REASONABLY REQUIRED IN THE COMPANY'S DEFENSE OF ANY CLAIM. COMPANY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, AND YOU SHALL NOT IN ANY EVENT SETTLE ANY SUCH MATTER WITHOUT OUR WRITTEN CONSENT, SUBJECT TO SECTION 19 OF THIS AGREEMENT.

21. TERMINATION; MODIFICATION

We will determine, subject to Section 19 of this Agreement, your compliance with this Agreement in our sole discretion and our decision shall be final and binding. Any violation of this Agreement may result in restrictions on your access to all or part of the Site and may be referred to law enforcement authorities. No waiver of any of this Agreement shall be of any force or effect unless made in writing and signed by a duly authorized officer of RIMAN Inc. We reserve the right to modify or discontinue this Site, or any portion thereof without notice to you or any third party. Upon termination of your membership, distributorship, or access to the Site, or upon demand by RIMAN Inc., you must destroy all materials obtained from this Site and all related documentation and all copies and installations thereof. You are advised that we will aggressively enforce our rights to the fullest extent of the law.

If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of this Agreement, which will remain in full force and effect. The section titles in this Agreement are for your convenience only and do not have any legal or contractual effect.

22. UNITED STATES LAW

We operate the Site in the United States. Information contained on this Site may not be appropriate or available for use in other locations, and access to this Site from territories where the content of the Site may be illegal is prohibited. If you choose to access the Site or other Offerings from locations outside of the United States, you are responsible for compliance with local laws if, and to the extent that, such local laws are applicable.

All software used on the Site or other Offerings is subject to U.S. export controls. No such software may be downloaded or otherwise exported or re-exported (i) Into (or to a national or resident of) Cuba, Burma, Democratic Republic of the Congo, Ivory Coast, Iraq, Libya, North Korea, Iran, Syria, Sudan, Venezuela or any other country to which the U.S. has embargoed goods; or (ii) To anyone

on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using any such software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

We reserve the right, in our sole discretion, to limit the availability of the Site or other Offerings to any person, geographic area or jurisdiction at any time.

23. CHOICE OF LAW AND VENUE

The laws of the United States, State of California apply to this Agreement (without regard to California's conflict of law principles that would cause the application of any other jurisdiction's laws) and will specifically not be governed by the United Nations Conventions on Contracts for the International Sale of Goods, if otherwise applicable. Any dispute between you and us must be brought before state or federal courts located in Los Angeles County, California within ninety (90) days after the occurrence of the facts giving rise to the cause of action, otherwise the cause shall be forever barred. You hereby consent and submit to the exclusive personal jurisdiction and venue of the courts located in Los Angeles, California for any cause of action relating to or arising under this Agreement or the Site. This Section 20 applies subject to the provisions of Section 19 of this Agreement.

24. WAIVER

Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms and Conditions operates, or may be construed, as a waiver thereof;

and no single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

25. SEVERABILITY

If any term or provision of these Terms and Conditions is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms and Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction.

26. CONTACT US

If you have any questions, comments or concerns about our Site, any Offerings or this Agreement, you may contact us at compliance@riman.com.

RIMAN Customer Terms and Conditions – Canada

PLEASE READ THESE TERMS AND CONDITION AND THE PRIVACY POLICY, LOCATED IN THE FOOTER ("PRIVACY POLICY") OF WWW.RIMAN.COM, BEFORE USING THIS SITE OR PURCHASING ANY PRODUCT OR SERVICES FROM RIMAN ENTERPRISE CANADA INC.

These Terms and Condition are an agreement (the "Agreement") between Rimant Enterprise Canada Inc. ("Company", "we" or "us") and you ("you" or "User"). The following Terms and Conditions, together with any documents and/or additional terms they expressly incorporate by reference (collectively "Terms and Conditions"), govern your access to and use of www.riman.com/maindo (the "Site"). The Terms and Conditions supersede all prior or other arrangements, understandings, negotiations, and discussions, whether oral or written. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

This Agreement sets forth the legal terms and conditions governing your use of this Site and your purchase and/or use of any Rimant Enterprise Canada Inc. goods, services (collectively referred to hereinafter as, "Offerings"). This Agreement also provides information on how to become an Rimant Enterprise Canada Inc. Beauty Planner or Rimant Enterprise Canada Inc. Beauty Customer.

Your use of the Site and all information, data, text, software, information, images, sounds or other materials contained therein, or your use or purchase of any other Offerings confirms your unconditional agreement to be bound by this Agreement and is subject to your continued compliance with the terms and conditions of this Agreement. If you do not agree to be bound by this Agreement, do not access, or otherwise use the Site or participate in any of the Offerings.

By using this Site, you represent and warrant that you are of the legal age of majority under applicable law to form a binding contract with the Company.

The information and features included in this Site are subject to change at any time without notice. By accessing or linking to this Site (to the extent linking is permissible), you assume the risk that the information on this Site may be changed or removed.

1. MODIFICATIONS TO THE TERMS AND CONDITIONS AND TO THE SITE We reserve the right at any time to:

Change the terms and conditions of this Agreement; Enhance, add to, modify or discontinue the Site or other Offerings, or any portion of the Site or other Offerings, at any time in our sole discretion.

From time to time, we reserve the right, in our sole discretion, to modify, update, add to, discontinue, remove, revise or otherwise change any portion of this Agreement, in whole or in part, at any time. For changes to this Agreement that we consider to be material, we will place a notice on the Site by revising the link on the homepage to read substantially as "Updated Terms and Condition" for a reasonable amount of time. You agree to periodically review the terms and conditions in order to be aware of any such modifications. Any and all such modifications are effective immediately upon posting and apply to all access to and continued use of the Site.

If you provide information to us, access or use the Site or participate in any Offering in any way after this Agreement has been changed, you will be deemed to have read, understood, and consented to and agreed to such changes. The most current version of this Agreement will be available on the Site and will supersede all previous versions of this Agreement.

We will not be liable if, for any reason, all or any part of the Site is restricted to users or unavailable at any time or for any period.

2. ACCESS

You must obtain access to the Internet and may pay any service fees associated with such access to use the Site if you are Beauty Planner. In addition, you must provide all equipment necessary for you to access the Internet. You are and will remain solely responsible for the purchase, hookup, installation, loading, operation and maintenance of any hardware, software, telephone (cable or other) service, and the Internet access service to your personal computer and for all related costs. You are solely responsible for scanning your hardware and software for computer viruses and other related

problems before you use them. We expressly disclaim, subject to Section 19 of this Agreement, any liability or responsibility for any errors or failures relating to the malfunction or failure of your hardware or software in connection with the use of the Site or Offerings.

3. YOUR USE OF THE SITE AND ACCOUNT SET-UP AND SECURITY

The security of your personal information is very important to us. We use physical, electronic, and administrative measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration and disclosure.

The safety and security of your information also depends on you. Users are responsible for obtaining their own access to the Site. Users are required to ensure that all persons who access the Site through a user's internet connection are aware of these Terms and Conditions and comply with them. The Site, including content or areas of the Site, may require user registration. It is a condition of your use of the Site that all the information you provide on the Site is correct, current and complete.

Unfortunately, the transmission of information via the Internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Site. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on our Site.

Any username, password, or any other piece of information chosen by you, or provided to you as part of our security procedures, must be treated as confidential, and you must not disclose it to any other person or entity. You must exercise caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. You understand and agree that should you be provided an account, your account is personal to you, and you agree not to provide any other person with access to the Site or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you logout from your account at the end of each session. You are responsible for any password misuse or any unauthorized access.

We reserve the right at any time and from time to time, to disable or terminate your account, any username, password, or other identifier, whether chosen by you or provided by us, in our sole discretion for any or no reason, including any violation of any provision of these Terms and Conditions.

You are prohibited from attempting to circumvent and from violating the security of this Site, including, without limitation: (a) accessing content and data that is not intended for you; (b) attempting to breach or breaching the security and/or authentication measures which are not authorized; (c) restricting, disrupting or disabling service to users, hosts, servers, or networks; (d) illicitly reproducing TCP/IP packet header; (e) disrupting network services and otherwise disrupting Site owner's ability to monitor the Site; (f) using any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the material on the Site; (g) introducing any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (h) attacking the Site via a denial-of-service attack, distributed denial-of-service attack, flooding, mailbombing, or crashing; and (i) otherwise attempting to interfere with the proper working of the Site.

3. ELIGIBILITY

You represent and warrant that you are eighteen (18) years of age or older, or if you are under the age of eighteen (18) you are at least the age of thirteen (13) and are accessing the Site with the knowledge and consent of your parent or legal guardian, who will also be deemed to have agreed to this Agreement. Certain features on this Site (including, but not limited to, user registration) and certain Offerings may be subject to heightened age and/or other eligibility requirements.

Riman Enterprise Canada Inc. products and the Riman Enterprise Canada Inc. business opportunity cannot be offered, shipped into or sold in any country outside of those countries that are previously authorized by Riman Enterprise Canada Inc.

4. BECOMING A RIMAN ENTERPRISE CANADA INC. BEAUTY CUSTOMER OR BEAUTY PLANNER

Riman Enterprise Canada Inc. products and services are sold through Rimant Enterprise Canada Inc. 's network of Beauty Planners. To purchase Rimant Enterprise Canada Inc. goods or services, you do not have to become a Beauty Planner. Instead, you can purchase Rimant Enterprise Canada Inc. products from a Beauty Planner or become a Rimant Enterprise Canada Inc. Beauty Customer. If you are interested in purchasing products from a Beauty Planner or becoming a Beauty Customer, please see the Product Section of the Site. If, however, you are

interested in starting your own business as a Rimant Enterprise Canada Inc. Beauty Planner, please see the Business Opportunity section of the Site.

5. RIMAN ENTERPRISE CANADA INC. RETAIL CUSTOMER, BEAUTY CUSTOMER, AND BEAUTY PLANNER REFUND POLICIES

Retail Customer and Beauty Customer Refund Policy

Riman Enterprise Canada Inc. guarantees the quality of any product which carries the Rimant Enterprise Canada Inc. name and certifies that the products manufactured for it meet high standards of freshness and purity for customer use. We are confident that our customers will find our products satisfactory in every way. However, if for any reason, a retail customer or Beauty Customer is not completely satisfied with any Rimant Enterprise Canada Inc. product purchased directly from Rimant Enterprise Canada Inc. or a Rimant Enterprise Canada Inc. Beauty Planner, you may return it within 30 days from receipt for a full refund or product exchange. Refunds and exchanges may be obtained by following the instructions available at rimant.com or by calling 213-988-6050 or by contacting your Rimant Enterprise Canada Inc. Beauty Planner. This guarantee is limited, subject to Section 16 of this Agreement, only by the terms of certain specific warranties attached to or packaged with certain products and does not apply to any product intentionally damaged or misused.

Beauty Planner Refund Policy

If a Beauty Planner Business is canceled for any reason, Beauty Planner may return all unopened products that were purchased in the previous 12 months for a full refund. To obtain a refund, Beauty Planner may call Rimant Enterprise Canada Inc. at 213-988-6050 or submit the refund form available at rimant.com.

6. INFORMATION AND PRIVACY

If you provide information to the Site, you agree to provide accurate, current, and complete information where requested and you agree to maintain and update such information as appropriate. We will use and maintain personal information that we collect through the Site in accordance with our Privacy Policy.

7. USER FORUMS

Forums, bulletin boards, chat rooms or other interactive areas that are or may be offered on the Site ("User Forums") are provided to give users a forum to express their opinions and share their ideas and information. Your provision of registration information and any submissions you make to the Site through User Forums constitutes your consent to all actions we take with respect to such information, consistent with our Privacy Policy.

The individual who posts content in the User Forums ("Community Content") is responsible for the reliability, accuracy, and truthfulness of such content, and we have no control over the same. Additionally, we have no control over whether any such posted material is of a nature that users will find offensive, distasteful, or otherwise unacceptable and expressly disclaim any responsibility for such material.

We do not and cannot review every message posted by users in the User Forums and are not responsible for the content of these messages or the views or opinions expressed by the users of the User Forums. Information disclosed in the User Forums is by design revealed to the public. We

reserve the right, but are not obligated, to delete, move or edit content, in whole or in part, submitted by you to the Site for any reason in our sole discretion. In addition, we may delete, move, edit or disclose the contents of messages when it is required to do so by law or in a good faith belief that such action is necessary to protect and defend our rights and property or to protect the safety of our users or the public. In no event do we assume any obligation to monitor the User Forums or remove any specific material.

You understand that the uploading to and/or posting of any Community Content in any User Forum shall not be subject to any obligation of confidentiality on the part of Company, and we shall not be liable, subject to Section 19 of this Agreement, for any use or disclosure of any Community Content.

(a) Restrictions on Use

In consideration for your use of the User Forums and functionality, you agree to comply with the "Community Guidelines" set forth below. Without limiting our other rights and remedies, individuals who violate the following Community Guidelines may, at our sole discretion, be permanently banned from using the Site:

- Harass, stalk or otherwise abuse another user;
- Transmit, post, send, upload, distribute, submit or otherwise make available any content that suggests that participating in the Rimant Enterprise Canada Inc. opportunity will result in a lavish lifestyle, including the following, or any substantially similar images: opulent mansions, private helicopters, jets, or yachts; or exotic automobiles;
- Transmit, post, send, upload, distribute, submit, or otherwise make available any content that is false, harmful, threatening, abusive, tortious, defamatory, libelous, disparaging (including disparaging of Rimant Enterprise Canada Inc.), vulgar, obscene, pornographic or that promotes violence, racial hatred, terrorism or illegal acts, or is otherwise objectionable (as determined by us in our sole discretion);
- Transmit, post, send, upload, distribute, submit, or otherwise make available any content which is or could be detrimental to or which may otherwise diminish, damage, or weaken the reputation or image of Rimant Enterprise Canada Inc., its products, Beauty Planner, trademarks, trade names or goodwill;
- Transmit, post, send, upload, distribute, submit, or otherwise make available any content that is unlawful or infringes, violates, or misappropriates any patent, trademark, trade identity right, trade secret, publicity right, privacy right, copyright or any other intellectual property or any other rights of any third party,
- Transmit, post, send, upload, distribute, submit, or otherwise make available any viruses, Trojan horses or other harmful, disruptive or destructive files or material that interferes with any third party's use and enjoyment of the Site;
- Impersonate any person or entity, or otherwise disguise the origin of any content transmitted through the Site or to Rimant Enterprise Canada Inc., including forging any TCP/IP packet header or any part of the header information in any transmission to the Site for any reason;
- Transmit, post, send, upload, distribute, submit or otherwise make available through the Site any personal advertising, junk mail, spam, chain letters, pyramid schemes or offer for sale of any products or services, except in areas, if any, specifically designated for such purposes or violate any applicable local, state, provincial, federal or international law, rule or regulation;
- Participate in any part of the Site if you are under the age of 18;
- Transmit, post, send, upload, distribute, submit or otherwise make available through the Site any content containing any solicitation of funds, promotion, advertising, or solicitation for goods or services. You also hereby acknowledge that you are prohibited from soliciting other guests to join or become members of any commercial online service or other organization;
- Collect or harvest the information of any user or otherwise access the Site using automated means

(including but not limited to harvesting bots, robots, spiders or scrapers);

- “Frame”, “mirror” or “deep link” any part of the Site or other Offerings without our prior written authorization;
- Link to any page within the Site or other Offerings from any web site or web page that makes any claims as to the curative or health enhancing powers of any substance, whether or not such substance is produced, marketed, sold or distributed by us;
- Involve, provide, or contribute any false, inaccurate, or misleading information;
- Impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing);
- Encourage any other conduct that restricts or inhibits anyone’s use or enjoyment of the Site, or which, as determined by us, may harm the Company or users of the Site or expose them to liability;
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, or alarm any other person.

We do not endorse the Community Content in the User Forums and specifically disclaim any responsibility or liability, subject to Section 16 of this Agreement, to any person or entity (including, without limitation, persons who may use or rely on such material) for any loss, damage (whether actual, consequential, punitive or otherwise), injury, claim, liability or other cause of any kind or character based upon or resulting from any Community Content provided through a User Forum. By posting or uploading Community Content to any User Forum or submitting any other Community Content to us, you automatically grant (or warrant that the owner of such rights has expressly granted) us a perpetual, worldwide, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, sub-license, create derivative works from and distribute such materials or incorporate such Community Content into any form, medium, or technology now known or hereafter devised throughout the universe in perpetuity. In addition, you warrant that the content as uploaded or posted by you does not violate any person's so-called publicity rights or "moral rights" or other similar or analogous rights under any applicable laws in any country or region of the world.

By submitting Community Content to any User Forum, you declare and warrant that you own or have the necessary rights to submit the Community Content and have the right to grant the license hereof to us. You represent and warrant that all User Submissions comply with applicable laws and the standards set out in these conditions.

8. USE OF EMAIL ADDRESSES PROVIDED BY THE SITE

When using any email address, or e-card/e-message functionality, provided to you on or through the Site or other Offerings, you agree to use such email address in accordance with all applicable laws and not to transmit to any person or entity.

Any content that violates the Community Guidelines set forth above with respect to the User Forums or that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, vulgar, obscene, harmful, harassing, tortious, invasive of another's privacy, hateful, or is racially, ethnically or otherwise objectionable, or is subject to an agreement of confidentiality, or infringes upon our or any third party's intellectual property or other rights.

Any non-public information about any company;

Any trade secret or any computer code, files, or programs (for example, a computer virus) designed to interrupt, destroy, compromise the security of or limit the functionality of any device.

Spamming is strictly prohibited. Spam is defined for this purpose as sending an unsolicited message to any persons, entities, newsgroups, forums, e-mail lists or other groups or lists unless prior authorization has been obtained from the e-mail recipient which explicitly permits sending e-mail communication to them, or unless a business or personal relationship has already been established

with the e-mail recipient. IF YOU ARE "SPAMMED" BY SOMEONE WHO IS SELLING OR DESCRIBING Riman Enterprise Canada Inc. 'S PRODUCTS OR BUSINESS OPPORTUNITY, PLEASE CONTACT US PROMPTLY.

The use of false headers in emails or falsifying, forging or altering the origin of any e-mail in connection with Riman Enterprise Canada Inc. and/or its products and services is prohibited.

If a person or entity indicates that they do not want to receive email, you agree not to send email to such person or entity. If a person initially agrees to receive email, but later asks to stop receiving email, you must abide by that request.

Riman Enterprise Canada Inc. prohibits engaging in any of the foregoing activities, yourself or through the service of another provider, remailer service or otherwise.

9. OUR PROPRIETARY RIGHTS

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10. MEMBERSHIP AND REGISTRATION

Certain areas of the Site may require registration or may otherwise ask you to provide information to participate in certain features or to access certain content. The decision to provide this information is purely voluntary and optional; however, if you elect not to provide such information, you may not be able to access certain content or participate in certain features of the Site.

If you register with the Site, you agree to accept responsibility, subject to Section 19 of this Agreement, for all activities that occur under your account, email or password, if any, and agree you will not sell, transfer or assign your membership, any membership rights or any Site issued email address or e-card/e-message functionality. You are responsible for maintaining the confidentiality of your password, if any, and for restricting access to your computer so that others may not access the password protected portion of the Site or your Site issued email account using your name in whole or in part. We may, in our sole discretion, and at any time, with or without notice, terminate your access and membership, for any reason or no reason at all.

11. IDEA SUBMISSIONS

We are pleased to hear from users and welcome your comments regarding Riman Enterprise Canada Inc.'s services and products. Nevertheless, our long-standing company policy does not allow us to accept or consider creative ideas, suggestions, or materials other than those it has specifically requested (see below). While we value your feedback on our services and products, we request that you be specific in your comments on those services and products, and that you not submit any creative ideas, suggestions, or materials. We hope you will understand that it is the intent of this policy to avoid the possibility of future misunderstandings when projects developed by us, or our affiliates' professional staff might seem to others to be similar to their own creative work. Accordingly, we ask that you do not send us any original creative materials such as show designs, photographs, drawings, or original artwork.

If you send or post certain specific submissions at our request (e.g., via message boards or in connection with contests) or if you send us creative suggestions, ideas, notes, photographs, drawings, concepts, or any other information (each, a "Submission" and collectively, the "Submissions") despite our request that you not send us any unsolicited Submissions or other creative materials, the Submission will be treated as non-confidential and

non-proprietary in each instance. For purposes of this Paragraph, all Community Content shall be deemed included in the definition of Submissions. None of the Submissions shall be subject to any obligation of confidence on the part of us, and we shall not be liable for any use or disclosure of any

Submissions. Any Submission may be used by us without restriction for any purpose whatsoever, including, without limitation, reproduction, disclosure, transmission, publication, broadcast or posting, and you hereby irrevocably waive, release and give up any claim that any use of such Submission violates any of your rights, subject to Section 19 of this Agreement, including, without limitation, copyrights, trademarks, moral rights, privacy rights, proprietary or other property rights, publicity rights, or right to credit for the material or ideas. We shall have and are irrevocably granted the right, but not the obligation, to reproduce, modify, adapt, publish, broadcast, license, perform, post, sell, translate, incorporate, create derivative works from, distribute and otherwise use the Submission in any and all media, now known or hereafter devised, throughout the universe, in perpetuity, without according you any compensation or credit. By submitting a Submission to this Site or us, you represent that such Submission is original with you and does not violate or infringe upon the rights of any third parties, including, without limitation, any intellectual property rights and rights of publicity and/or privacy. All Submissions to the Site and/or us shall be our sole property and will not be acknowledged or returned.

You agree and understand that we are not obligated to use any Submission you make to the Site or us and you have no right to compel such use. You hereby acknowledge and agree that your relationship with us is not a confidential, fiduciary, or other special relationship, subject to Section 16 of this Agreement, and that your decision to submit any material to us does not place us in a position that is any different from the position held by members of the general public with regard to your Submission. You understand and acknowledge that we have wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to us or being developed by our own employees. Many ideas or stories may be competitive with, similar or identical to your Submission in theme, idea, plot, format, or other respects. You acknowledge and agree that you will not be entitled to any compensation as a result of our use of any such similar or identical material. Finally, you acknowledge that, with respect to any claim you may have relating to or arising out of an actual or alleged exploitation or use of any material you submit to the Site and/or us, the damage, if any, thereby caused will not be irreparable or otherwise sufficient to entitle you to injunctive or other equitable relief or to in any way enjoin the production, distribution, exhibition or other exploitation of any production based on or allegedly based on the material, and your rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law, subject to Section 19 of this Agreement.

12. SITE MONITORING, SUSPENSION, ENFORCEMENT AND TERMINATION

Our Company has the right, without provision of notice to:

- Remove or refuse to post on the Site any User Submissions for any or no reason in our sole discretion. - At all times, take such actions with respect to any User Submission deemed necessary or appropriate in our sole discretion, including, without limitation, for violating these Terms and Conditions. - Take appropriate legal action, including, without limitation, referral to law enforcement or regulatory authority, or notifying the harmed party of any illegal or unauthorized use of the Site. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site.

- Terminate or suspend your access to all or part of the Site for any or no reason, including, without limitation, any violation of these Terms and Conditions.

You waive and hold harmless the Company from any and all claims resulting from any action taken by the Company relating to any investigations by either the Company or by law enforcement authorities.

We have no obligation, nor any responsibility to any party to monitor the Site or its use, and do not and cannot undertake to review material that you or other users submit to the Site. We cannot ensure prompt removal of objectionable material after it has been posted and we have no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party, subject to applicable laws.

13. NO RELIANCE

The content on our Site is provided for general information purposes only. It is not intended to amount to advice on which you should rely. You must obtain more specific or professional advice before taking, or refraining from, any action or inaction on the basis of the content on our site.

Although we make reasonable efforts to update the information on our Site, we make no representations, warranties, or guarantees, whether express or implied, that the content on our Site is accurate, complete, or up to date. Your use of the Site is at your own risk and the Company has no responsibility or liability whatsoever for your use of this Site.

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14. PRIVACY

By submitting your personal information and using our Site, you consent to the collection, use, reproduction, hosting, transmission, and disclosure of any such user content submissions in compliance with our Privacy Policy, as we deem necessary for use of the Site.

By using this Site, you are consenting to the use of cookies which allow a server to recall previous requests or registration and/or IP addresses to analyze Site use patterns. You can set your browser to notify you before you receive a cookie, giving you the chance to decide whether to accept it. You can also set your browser to turn off cookies. If you do, however, some areas of the Site may not function adequately.

15. COPYRIGHTS AND COPYRIGHT AGENT

Riman Enterprise Canada Inc. respects the intellectual property of others, and we ask our users to do the same. In accordance with the Digital Millennium Copyright Act, Rimant Enterprise Canada Inc. has designated a Copyright Agent to receive notice of claims of copyright infringement on the Site. Rimant Enterprise Canada Inc.'s Copyright Agent may be reached at legal@riman.com.

If you believe that any Community Content infringes the copyright in a work that is owned or controlled by you or if you believe that your work has been copied in a way that constitutes copyright infringement, please promptly provide Rimant Enterprise Canada Inc.'s Copyright Agent the following information in writing (see 17 U.S.C. § 512(c)(3) for further detail):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest.
- A description of the copyrighted work that you claim has been infringed, or if multiple copyrighted works are covered by a single notification, a representative list of such works.
- The exact URL or a description reasonably sufficient to permit Rimant Enterprise Canada Inc. to locate where the alleged infringing material is located on the Site;
- Your name, address, telephone number and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law and does not qualify as fair use.
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are either the copyright owner or authorized to act on the copyright owner's behalf.

16. PROMOTIONS

This Site may contain sweepstakes, contests or other promotions that require you to send material or information about yourself. Please note that sweepstakes, contests or promotions offered via the Site

may be, and often are, governed by a separate set of rules that, in addition to describing such sweepstakes, contest or promotion, may have eligibility requirements, such as certain age or geographic area restrictions, terms and conditions governing the use of material you submit, and disclosures about how your personal information may be used. It is your responsibility to read such rules to determine whether or not you want to and are eligible to participate, register and/or enter. By entering any such sweepstakes, contest or other promotion, you agree to comply with abide by such rules and the decisions of the sponsor(s) identified therein, which shall be final and binding in all respects.

17. LINKS

We may provide links to third party web sites or resources. Our provision of such links is not an endorsement of any information, product or service reached through such link. We are not responsible for the content or performance of any portion of the Internet including other World Wide Sites to which the Site may be linked for from which the Site may be accessed. You are requested to inform us of any errors or inappropriate material found on Sites to which this Site is or may be linked.

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Although we attempt to maintain the integrity of the Site and other Offerings, we make no guarantee as to the accuracy or completeness of the Site or other Offerings. If you believe that you have discovered an error in the Site or other Offerings, please contact us at 213-988-6050 and include, if possible, a description of the error, its URL location and your contact information. We will make reasonable efforts to address your concerns.

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NOTICE TO NEW JERSEY RESIDENTS: Your rights are protected under the Truth-in-Consumer Contract, Warranty and Notice Act and New Jersey law generally. The following provisions in these Terms and Condition do not apply to you and are not intended to vary, diminish or alter your rights under New Jersey law: Specifically, **nothing in these Terms and Condition limits, varies, diminishes, affects, or otherwise voids or alters your rights under New Jersey law as they**

relate to limitations of liability or exculpation (including, but not limited to, limitations on indirect, incidental, special, exemplary, consequential or similar damages), dispute resolution, indemnification, venue or jurisdiction, statutes of limitation or repose periods for bringing claims, plain language requirements, representations and warranties of any type or nature (including, but not limited to, conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement), contract remedies, personal injury, tort and negligence claims, conditions of sale, fee-shifting provisions, waiver of attorney fees and/or costs, and copyright. Your rights regarding these specific provisions will be governed by New Jersey law. In the event of any conflict between these Terms and Condition and New Jersey law, New Jersey law shall govern.

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BY USING THIS SITE YOU AGREE TO INDEMNIFY, DEFEND AND HOLD THE RELEASED PARTIES HARMLESS FROM AND AGAINST ANY THIRD PARTY CLAIMS, ALLEGED CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, DAMAGES, LOSSES, LIABILITIES, AND ALL COSTS AND EXPENSES OF DEFENSE, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RELATING TO: YOUR BREACH OF YOUR REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS HEREUNDER; YOUR VIOLATION OF THIS AGREEMENT OR ANY LAW; YOUR USE OF THIS SITE AND/OR THE MATERIAL IN VIOLATION OF THIS AGREEMENT; INFORMATION OR MATERIAL POSTED OR TRANSMITTED THROUGH YOUR COMPUTER OR MEMBERSHIP OR DISTRIBUTORSHIP ACCOUNT, EVEN IF NOT SUBMITTED BY YOU, THAT INFRINGES ANY COPYRIGHT, TRADEMARK, TRADE SECRET, TRADE DRESS, PATENT, PUBLICITY, PRIVACY OR OTHER RIGHT OF ANY PERSON OR DEFAMES ANY PERSON; ANY MISREPRESENTATION MADE BY YOU; AND/OR OUR USE OF YOUR INFORMATION. YOU WILL COOPERATE AS FULLY AND AS REASONABLY REQUIRED IN THE COMPANY'S DEFENSE OF ANY CLAIM. COMPANY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, AND YOU SHALL NOT IN ANY EVENT SETTLE ANY SUCH MATTER WITHOUT OUR WRITTEN CONSENT, SUBJECT TO SECTION 19 OF THIS AGREEMENT.

21. TERMINATION; MODIFICATION

We will determine, subject to Section 19 of this Agreement, your compliance with this Agreement in our sole discretion and our decision shall be final and binding. Any violation of this Agreement may result in restrictions on your access to all or part of the Site and may be referred to law enforcement authorities. No waiver of any of this Agreement shall be of any force or effect unless made in writing and signed by a duly authorized officer of Riman Enterprise Canada Inc. We reserve the right to modify or discontinue this Site, or any portion thereof without notice to you or any third party. Upon termination of your membership, distributorship, or access to the Site, or upon demand by Riman Enterprise Canada Inc., you must destroy all materials obtained from this Site and all related documentation and all copies and installations thereof. You are advised that we will aggressively enforce our rights to the fullest extent of the law.

If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of this Agreement, which will remain in full force and effect. The section titles in this Agreement are for your convenience only and do not have any legal or contractual effect.

22. UNITED STATES LAW

We operate the Site in the United States. Information contained on this Site may not be appropriate or available for use in other locations, and access to this Site from territories where the content of the Site may be illegal is prohibited. If you choose to access the Site or other Offerings from locations outside of the United States, you are responsible for compliance with local laws if, and to the extent that, such local laws are applicable.

All software used on the Site or other Offerings is subject to U.S. export controls. No such software may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of)

Cuba, Burma, Democratic Republic of the Congo, Ivory Coast, Iraq, Libya, North Korea, Iran, Syria, Sudan, Venezuela or any other country to which the U.S. has embargoed goods; or (ii) To anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using any such software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

We reserve the right, in our sole discretion, to limit the availability of the Site or other Offerings to any person, geographic area or jurisdiction at any time.

23. CHOICE OF LAW AND VENUE

The laws of the United States, State of California apply to this Agreement (without regard to California's conflict of law principles that would cause the application of any other jurisdiction's laws) and will specifically not be governed by the United Nations Conventions on Contracts for the International Sale of Goods, if otherwise applicable. Any dispute between you and us must be brought before state or federal courts located in Los Angeles County, California within ninety (90) days after the occurrence of the facts giving rise to the cause of action, otherwise the cause shall be forever barred. You hereby consent and submit to the exclusive personal jurisdiction and venue of the courts located in Los Angeles, California for any cause of action relating to or arising under this Agreement or the Site. This Section 20 applies subject to the provisions of Section 19 of this Agreement.

For Canadian residents, the choice of law is Ontario law, with the exclusive venue of Toronto Courts.

24. WAIVER

Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms and Conditions operates, or may be construed, as a waiver thereof; and no single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

25. SEVERABILITY

If any term or provision of these Terms and Conditions is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms and Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction.

26. CONTACT US

If you have any questions, comments or concerns about our Site, any Offerings or this Agreement, you may contact at compliance@riman.com.