## Terms of Service

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You consent to and agree with these Terms of Use by virtue of accessing and using the Site. We reserve the right, at our discretion, to change these Terms of Use from time to time. Please check the Site periodically for such changes. By continuing to access and use this Site following the posting of changes, you accept and agree to the revised version. This Terms of Use is a legal document, so clarity is important. We'll use this section to let you know about some words that have special meanings whenever you see them here. The words "you" and "your" refer to each individual accessing this Site whether or not under an Account. The words "F8 Movement, LLC", "we", "us" and "our" refer to F8 Movement, LLC, acting on behalf of itself and, where applicable, its affiliates and third-party licensors. You also will notice that we capitalize certain additional words in these Terms of Use even though grammatical rules do not require them. We do this because, in the context of these Terms of Use, such capitalized words have specific meanings which can be found where they are first used, as indicated by bold text.

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- 2. Applicable Laws. We control and operate the Site from within the United States of America (the "USA"). The Site is directed at visitors from the USA, 18 years of age and over. The English language version of these Terms of Use is the controlling version regardless of any translation you may attempt. We do not represent that this Site or its Content is appropriate or lawful for use in other locations outside of the USA or that our operation (including our processing and handling of Submitted Materials) will comply with all local laws. Users who choose to access this Site from outside the USA or provide Submitted Materials as non-USA citizens, do so of their own initiative and are responsible for compliance

with all applicable local, state, national and international laws and treaties ("Applicable Laws"). These Terms of Use shall be governed by and construed in accordance with the laws of the State of Idaho and the U.S. federal laws enforced within, without regard to principles of conflicts of laws. All proceedings relating to us, the Site, or these Terms of Use shall be brought in the state or federal courts located in Idaho and you hereby irrevocably consent to the personal and exclusive jurisdiction of such courts.

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  error-free (either technically or with respect to typographical errors);
  and/or free from interruptions, computer viruses, or other harmful components.

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- 5. Trademarks and other Intellectual Property Rights. The logos, names, and other similar marks (collectively, the "Trademarks") displayed on this Site are registered and unregistered Trademarks of ours

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- 6. Account Registration. In order to purchase the F8 Movement, LLC products and services offered on this Site you will have to register and create an account (an "Account"). Your obligations with respect to your Account, as well as the rights and obligations you have with respect to products and services you purchase using your Account will be governed by the separate legal terms and conditions contained in the End User License Agreement that you will be prompted to review during the purchasing process and that you will agree to be bound by as part of the account setup and completion of the purchase of our products and services.
- 7. Submitted Materials; User Generated Content. All information, ideas, suggestions, concepts, or other materials submitted by you voluntarily or at our request, such as questions sent to us via the "Contact Us" link or user-generated content on our Internal Social Media Features or External Social Media Presence (collectively, "Submitted Materials") may be used by us in any lawful manner, provided that personal information portions of Submitted Materials will only be used as described in this paragraph 7. By providing Submitted Materials you: (a) represent and warrant that you own or otherwise have all necessary rights to do so and that the Submitted Materials comply with Applicable Laws; and (b) you grant to us a royalty-free, worldwide, perpetual, irrevocable, non-exclusive and fully transferable, assignable and sublicensable right and license to copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, display, make, sell, export and otherwise use such material (in whole or part) and/or to incorporate it in other works in any form, media or technology now known or later developed. We cannot be responsible for maintaining any Submitted Materials that you provide to us; therefore, you should retain all such data and information in your own records.
- 8. Our Privacy Policies. Our collection of certain information about you including personal information provided as part of the below described Submitted Materials is subject to the Site's Privacy Policy (F8movement.com/privacy-policy), which is incorporated herein by reference for all purposes.
- 9. Prohibited User Conduct. You are expressly prohibited from engaging or assisting others engaging in the conduct listed below:

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- 12. Term and Termination. These Terms of Use apply to all users of this Site at all times until we supersede and replace them. We may at any time terminate, change, suspend, add to or discontinue any aspect of this Site itself, or your right to use it, including your Account, without notice or liability to you.
- 13. Miscellaneous. These Terms of Use and Privacy Policy are the entire and exclusive agreement between us and all visitors and users of the Site; provided that those who become our customers by purchasing our products and services will also be subject to the EULA. Neither any course of conduct between the parties nor trade practice will modify these Terms of Use. We may assign our rights and duties under these Terms of Use to any party at any time without notice to you. You agree that regardless of any statute or law to the contrary, any claim or cause of action by you arising out of or related to the use of this Site, these Terms of Use or the Privacy Policy must be filed by you within one year after such claim or cause of action arose or be forever barred. Should any provision of these Terms of Use be held to be unenforceable, that provision will be limited to the minimum extent necessary, and the remaining provisions hereof shall remain in full force and effect. The waiver of any breach of these Terms of Use will not constitute a waiver of any other or future breach and will not act to amend or negate the rights of the waiving party. You may not assign your rights or obligations hereunder. The provisions of these Terms of Use pertaining to disclaimers, exclusion of damages, limitation of liability, and indemnification shall survive termination. The word "including" is exemplary meaning "including, without limitation" or "including, but not limited to" unless otherwise indicated.

If you have questions, please contact us at F8movement.com