

TERMS OF USE

LAST UPDATE: APRIL 1, 2012

1. **Your Acceptance of this Agreement**

This is an Agreement between you and The Healthy Beverage Company ("Steaz"), and governs your use of Steaz' contest website at www.mysteaz.com and its content (collectively the "Website"). Each time you use the Website you signify your acceptance and agreement to be bound by this Agreement.

2. **Permitted Users and Access**

The Website is intended for use only by residents of Canada (excluding Quebec) and the 50 United States of America (including DC) who are at least 16 years of age and who are or may be entering or voting in the My Steaz Contest (the "Contest"), subject to the Official Rules of the Contest. If you are a minor under the laws of your primary place of residence, you should obtain approval from a parent or legal guardian before using the Website for any purpose.

3. **Disclaimer and Liability Exclusion**

STEAZ DOES NOT ACCEPT ANY LIABILITY FOR YOUR USE OF THE WEBSITE. YOUR USE OF THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND INCLUDING WITHOUT LIMITATION IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, DURABILITY, AVAILABILITY, TIMELINESS, ACCURACY, OR COMPLETENESS, ALL OF WHICH ARE HEREBY DISCLAIMED BY STEAZ TO THE FULLEST EXTENT PERMITTED BY LAW. STEAZ WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOSS OR DAMAGE ARISING FROM, CONNECTED WITH, OR RELATING TO THE USE OF THE WEBSITE BY YOU OR ANY OTHER PERSON.

4. **Ownership and Permitted Use of the Website**

All rights reserved. The Website, including all of its content, is the property of Steaz and others, and is protected by Canadian and international copyright, trademark, and other laws. Your use of the Website does not transfer to you any ownership or other rights in the Website. The Website is made available to you for your lawful, personal, non-commercial use only. You may print or download Website pages for your personal, non-commercial use provided that you do not modify any of the Website pages or other content and you do not remove or alter any visible or non-visible identification, marks, notices, or disclaimers. You may not use the Website for any other purpose or in any other way. In particular, the Website's content may not be copied, imitated, reproduced, republished, uploaded, posted, transmitted, modified, indexed, catalogued, mirrored or distributed in any way, in whole or in part, without the express prior written consent of Steaz. The framing, mirroring, scraping or data-mining of the Website in any form and by any method is strictly prohibited.

5. **Other Sites**

For your convenience, the Website may include links to other Internet sites or resources and businesses operated by other persons (collectively "Other Sites"). Other Sites are independent from Steaz, and Steaz has no responsibility or liability for or control over Other Sites, their business, goods, services, or content. Your use of Other Sites and your dealings with the owners or operators of Other Sites is at your own risk.

6. **Voting**

No purchase, payment or fee necessary to vote in the Contest. You may register to vote by completing the online registration form. Limit one vote, per registered member, per day from June 11, 2012 at 9:00:00 a.m. (Pacific Time) to June 24, 2012 at 11:59:59 p.m. (Pacific Time) for the winning Video Submission. Steaz may, in its discretion, disqualify any vote that it deems to be fraudulent, submitted using robotic, automated, programmed or illicit means, in violation of these Terms of Use, or undermining the integrity of the Contest in any way, including but not limited to the use of commercial services to purchase votes, or the engagement in unsportsmanlike or inappropriate conduct as determined by Steaz in its absolute discretion.

WARNING: ANY ATTEMPT TO INTERFERE WITH THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND STEAZ RESERVES THE RIGHT TO

SEEK DAMAGES AND OTHER RELIEF FROM ALL RESPONSIBLE PERSONS TO THE FULLEST EXTENT PERMITTED BY LAW.

7. Consent to Personal Information Use and Disclosure

Steaz collects, uses and discloses your personal information in accordance with our [Privacy Policy](#). By accepting this Agreement, and each time you use the Website, you consent to Steaz' collection, use and disclosure of your personal information in accordance with the Privacy Policy as it then reads without any further notice or any liability to you or any other person.

By registering to vote, you consent to Steaz' collection, use and disclosure of your personal information for the administration of the Contest and in aggregated form in order to create reports regarding Contest voter demographics, which reports Steaz may disclose to other persons.

8. Termination of this Agreement and the Website

If you breach any provision of this Agreement, you may no longer use the Website. Steaz may, at any time and for any reason and in its sole discretion, change, suspend or terminate, temporarily or permanently, the Website or any part of it, or your permission to use the Website, without any prior notice or liability to you. If this Agreement or your permission to use the Website is terminated by you or Steaz for any reason, then: (a) this Agreement will nevertheless continue to apply and be binding upon you in respect of your prior use of the Website; and (b) Steaz may continue to use and disclose your personal information in accordance with this Agreement as amended from time to time. Sections 3, 4, 5, 6, 7, 8, 9, 11 and 12 survive indefinitely after the termination of this Agreement.

9. Governing Law and Dispute Resolution

This Agreement, your use of the Website, and all related matters are governed solely by the laws of the Province of British Columbia, Canada and applicable federal laws of Canada, excluding any rules of private international law or the conflict of laws which would lead to the application of any other laws. Any dispute between Steaz and you or any other person arising from, connected with or relating to the Website, this Agreement or any related matters must be resolved before the Courts of the Province of British Columbia sitting in the City of Vancouver, and you hereby irrevocably submit and attorn to the original and exclusive jurisdiction of those Courts in respect of any such dispute or matter.

10. Changes to this Agreement

Steaz may, in its sole discretion, change, supplement or amend this Agreement as it relates to your future use of the Website from time to time, for any reason, and without any prior notice or liability to you or any other person. You may not change, supplement, or amend this Agreement in any manner.

11. Other Matters

This Agreement, including any changes made to this Agreement from time to time, constitutes the entire agreement between you and Steaz relating to your use of the Website, and supersedes all previous agreements between you and Steaz with respect to your use of the Website.

If any provision of this Agreement is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed to be severed from the rest of this Agreement and shall not affect the validity and enforceability of any remaining provisions.

The provisions of this Agreement will enure to the benefit of and be binding upon each of Steaz and its successors and assigns and related persons, and you and your heirs, executors, administrators, and personal representatives. You may not assign this Agreement or your rights and obligations under this Agreement without the express prior written consent of Steaz which may be withheld in Steaz' sole discretion. Steaz may assign this Agreement and its rights and obligations under this Agreement without your consent.

No consent or waiver by either party to or of any breach or default by the other party in its performance of its obligations under this Agreement will be deemed or construed to be a consent to or waiver of a continuing breach or default or any other breach or default of those or any other obligations of that party.

12. Intellectual Property Infringement Claims

Steaz will respond as quickly as practical to any claims that infringing material appears in any submitted videos or anywhere else on the Website, including investigating any such claims and taking any

appropriate action under applicable laws. If we receive a notice of infringement in accordance with the U.S. Digital Millennium Copyright Act (the "Act"), we will take steps to remove or disable access to the allegedly infringing material, including any links thereto. We may terminate access for any person who is a repeat infringer. Notices of alleged infringement should be sent to:

Registered Copyright Agent (Linda Barron at linda@steaz.com)
The Healthy Beverage Company
329B S. Main Street
Doylestown, PA 18901
United States of America

If we remove or disable access to any allegedly infringing material, we may attempt to contact the person who has posted that material to give that person a chance to respond. If there is a response, we will share it with the party who originally complained about the alleged infringement, and will give that party an opportunity to seek a court order or other judicial relief in accordance with the Act before we replace or restore access to the allegedly infringing material.