

Choconat™ Terms and Conditions

(Last revised July 2011)

1. Welcome to Choconat of NC LLC, (hereinafter "Choconat" "We" or "Us"). This Agreement sets forth the legal terms and conditions for your use of www.choconature.com and any other website owned and operated by Choconat of NC, LLC (the "Websites"), and for your purchase and/or use of any Choconat goods or services in the United States.

WE RESERVE THE RIGHT TO CHANGE THE TERMS AND CONDITIONS OF THIS AGREEMENT OR TO MODIFY OR DISCONTINUE THE GOODS AND SERVICES PROVIDED ON THE WEBSITES AT ANY TIME. BY CONTINUING TO USE THE WEBSITES OR PURCHASE GOODS OR SERVICES FROM CHOCONAT AFTER POSTING OF SUCH CHANGES ONLINE, YOU AGREE TO BE BOUND BY SUCH CHANGES.

2. Eligibility. You agree to provide Us with complete and current registration information. Persons under 13 are prohibited from providing personal information on our Websites. If you are under 18, you may only use our Websites with the supervision of a parent or guardian 18 years of age or older. Unless otherwise specified, the materials in the Websites are presented solely for the purpose of promoting products available in the United States and its territories. Choconat makes no representation that materials contained in the Websites are appropriate or available for use in other locations. Those who choose to access the Websites from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Choconat products ordered from the Websites cannot be shipped into another country outside of the United States. Purchase and/or use of any Choconat goods or services outside of the United States are governed by the Terms and Conditions of use and other policies contained on the websites specific to each country where they are available.

3. Choconat Independent Members. Choconat products are sold through Choconat's network of Independent Members, who are each independent distributors of Choconat's products and services. Online shopping is fulfilled and sold directly by Choconat in connection with an Internet Choconat Independent Member. To purchase Choconat's goods or services, you do not have to become an Independent Member. If, however, you are interested in becoming an Choconat Independent Member, please click here to fill out your [Choconat Independent Member Application Agreement](#). You must be at least 18 years of age to become an Choconat Independent Member.

4. Independent Member Websites. Choconat Independent Members may have their own Internet websites, generally as part of the Choconat replica website program. It is the sole responsibility of each Choconat Independent Member to ensure that its website content is accurate and that it fully complies with all Choconat rules, policies and procedures, including without limitation, all applicable federal and state rules and regulations. **CHOCONAT DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF OR RELATED IN ANY WAY TO INTERNET INDEPENDENT CONSULTANT WEBSITES.**

5. Testimonials. The people giving product testimonials on the Websites or other materials were so impressed with Choconat's products and marketing plan that they became Choconat Independent Member. The testimonials reflect the actual experience of each individual, are anecdotal only, and may be atypical.

6. Online Purchases. If you are purchasing goods or services online for the first time, We will automatically route your information to the nearest Independent VIP Member, who will supply you with an Choconat Identification Number ("Choconat I.D.") which will enable Choconat to process and ship your online order. In connection with any future orders, you will be asked to input your Choconat I.D., or the Choconat I.D. will automatically be supplied if your order is placed from a Choconat website. You are responsible for maintaining the security of your password and Choconat I.D.

7. Client Product Guarantee Policy. A ninety (90) day money-back guarantee is offered on all Choconat Products. Clients who are not completely satisfied may return products to their Choconat Independent Member for a replacement or full refund within ninety (90) days from the client purchase date (not including shipping charges). Online client purchases may be returned directly to Choconat for replacement or full refund within ninety (90) days from the client purchase date (not including shipping charges). A signed and fully completed Product Return Form must accompany a product return. Please allow four (4) to six (6) weeks for processing. Promotional products and gift items may not be available for replacement, and may, at Choconat's discretion be exchanged for an item of equal value.

8. Ownership & Copyright Restrictions. The Websites are owned and operated by Choconat. The Websites, including but not limited to software, content, text, photographs, images, graphics, video, audio, hypermedia items and the compilation as a whole ("Content"), are copyrighted under U.S. copyright and other laws by Choconat, unless otherwise noted. You must abide by all additional copyright notices or restrictions contained in the Websites or elsewhere. You may not delete any author attributions, legal or proprietary notices in the Websites or elsewhere.

Except as noted in paragraph nine (9) below: (1) the Websites may not be used, displayed, copied, reproduced, distributed, republished, uploaded, downloaded, posted, transmitted, mirrored, modified, or otherwise, or in any way exploited for personal gain; (2) you may not redistribute, sell, translate, modify, reverse-engineer or reverse-compile or decompile, disassemble or make derivative works of the Websites or any Content or components that are available on the Websites; and (3) you may not make commercial use of these pages and/or any other webpage or service provided by Choconat, including redistribution or copying by means; EXCEPT with the prior, express written permission of Choconat.

You agree not to interfere or take action that results in interference with or disruption of the Websites or servers or networks connected to the Websites. You agree not to attempt to gain unauthorized access to other computer systems or networks connected to the Websites. You may not post, transmit or distribute to or from the Websites any material that is defamatory, libelous, obscene, threatening, harassing, abusive, in violation of applicable law, or that inhibits others from enjoying this service.

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10. Trademarks. All Content, product names, trademarks, service marks and logos on the Websites, unless otherwise noted, are wholly owned or validly licensed by Choconat. Trademarks, service marks and logos owned by third parties remain the property of such third parties.

11. Idea Submissions. If you submit any ideas, suggestions or testimonials to Choconat, We have the right to use your submission without charge in any manner that We deem appropriate, including posting on the Internet. You may only post ideas and material to the Websites if you have obtained appropriate copyright and other permission to post such materials and to permit Choconat to use such material without restriction. You agree that you will not violate or infringe the rights of third parties, including privacy, publicity and intellectual and proprietary rights, such as copyright or trademark rights.

12. Privacy Policy. Choconat has strict customer information confidentiality policies as set forth in its online Privacy Policy, which is fully incorporated herein by reference. To review, click on the underlined [Privacy Policy](#). You agree to be bound by Choconat's Privacy Policy. Consistent with these policies, you may not collect, distribute or gather personal or aggregate information, including Internet or e-mail addresses, about Choconat's Members, or any of their clients or other users.

13. Anti-Spam Policy. Choconat strictly prohibits the sending of unsolicited bulk email (spam). Spam is defined for this purpose as sending ten or more messages similar in content to any persons, entities, newsgroups, forums, email lists, or other groups or lists unless prior authorization has been obtained from the email recipient or unless a business or personal relationship has already been established with the email recipient. Choconat also prohibits using false headers in emails or falsifying, forging or altering the origin of any email in connection with Choconat, and/or its products and services. Choconat prohibits engaging in any of the foregoing activities by using the service of another provider, remailer service, or otherwise.

IF YOU OR ANYONE YOU KNOW IS "SPAMMED" BY SOMEONE WHO IS SELLING OR DESCRIBING CHOCONAT'S PRODUCTS OR SERVICES, PLEASE CONTACT US PROMPTLY SO THAT WE MAY TAKE APPROPRIATE ACTION.

14. DISCLAIMER. CHOCONAT DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, ACCURACY, OR USEFULNESS WITH RESPECT TO CHOCONAT'S PRODUCTS AND SERVICES, THIS WEBSITE, INFORMATION CONTAINED ON THE WEBSITE, THE CHOCONAT REPLICA WEBSITE PROGRAM OR THE CHOCONAT OPPORTUNITY (COLLECTIVELY HEREINAFTER, "SERVICE").

THIS SERVICE IS PROVIDED "AS IS." YOU MAY RELY ON THIS SERVICE SOLELY AT YOUR OWN RISK. ADVICE, OPINIONS AND STATEMENTS SHOULD NOT BE RELIED UPON WHEN MAKING IMPORTANT PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS. YOU SHOULD CONSULT A PROFESSIONAL TO OBTAIN SPECIFIC ADVICE APPROPRIATE TO YOUR CIRCUMSTANCES. WE DO NOT WARRANT THAT THIS SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND THERE MAY BE DELAYS, OMISSIONS, INTERRUPTIONS AND INACCURACIES IN THE INFORMATION OR OTHER MATERIALS THAT ARE AVAILABLE ON OR THROUGH THIS SERVICE. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS, INCLUDING LOSS OF DATA, RESULTING FROM YOUR DOWNLOADING AND/OR USE OF THIS WEBSITE OR THIS SERVICE. ALTHOUGH WE INTEND TO TAKE REASONABLE STEPS TO PREVENT THE INTRODUCTION OF VIRUSES AND OTHER DESTRUCTIVE MATERIALS TO THIS SERVICE, WE DO NOT GUARANTEE OR WARRANT THAT THIS SERVICE OR MATERIALS THAT MAY BE DOWNLOADED FROM THIS SERVICE DO NOT CONTAIN SUCH DESTRUCTIVE FEATURES. WE ARE NOT LIABLE FOR ANY DAMAGES OR HARM ATTRIBUTABLE TO THE FOREGOING.

WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING INDEPENDENT WEBSITES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS OF PURPOSE. YOU SHOULD NOT RELY ON ANY REPRESENTATIONS OR WARRANTIES CONTAINED ON ANY INDEPENDENT CONSULTANT WEBSITE.

THE FINAL SUCCESS OR FAILURE OF ANY CHOCONAT INDEPENDENT MEMBER DEPENDS UPON HIS OR HER INDIVIDUAL EFFORT. THERE ARE NO GUARANTEES OR PROJECTIONS OF ACTUAL EARNINGS.

15. LIMITED LIABILITY. YOU AGREE THAT CHOCONAT, ITS AFFILIATES, AGENTS, INDEPENDENT MEMBERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS WILL NOT BE LIABLE FOR ANY CLAIM, LOSS, DAMAGES, EXPENSES OR COSTS WHETHER DIRECT OR INDIRECT, INCLUDING CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS OR OTHERWISE, ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, YOUR USE OR INABILITY TO USE THIS SERVICE, YOUR PURCHASE OR USE OF CHOCONAT GOODS, SERVICES OR INFORMATION, YOUR PARTICIPATION AS A CHOCONAT INDEPENDENT MEMBER, OR FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA.

YOU HEREBY WAIVE ANY CLAIMS WITH RESPECT THERETO, WHETHER BASED ON CONTRACTUAL, TORT, OR OTHER GROUNDS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW FOR LIMITED LIABILITY OR EXCLUSION OF IMPLIED WARRANTIES, SO NOT ALL OF THE ABOVE LIMITATIONS MAY APPLY TO YOU.

16. INDEMNIFICATION. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS CHOCONAT, ITS AFFILIATES, AGENTS, INDEPENDENT CONSULTANTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM ANY AND ALL LIABILITIES, CLAIMS, EXPENSES AND DAMAGES, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OF THIS SERVICE, SALE OR INFORMATION REGARDING CHOCONAT PRODUCTS, THE CHOCONAT OPPORTUNITY, OR IN CONNECTION WITH YOUR ACCOUNT OR ANY OTHER PERSON'S USE OR ACCESS TO THIS SERVICE BY OR THROUGH YOUR ACCOUNT, WITH OR WITHOUT YOUR PERMISSION, INCLUDING WITHOUT LIMITATION ANY CLAIMS OF LIBEL, DEFAMATION, VIOLATION OF RIGHTS OF PRIVACY OR PUBLICITY, TRESPASS, AND INFRINGEMENT OF INTELLECTUAL OR OTHER PROPRIETARY RIGHTS.

17. Resolution of Disputes. YOU WAIVE ALL RIGHTS TO JURY OR COURT TRIAL TO RESOLVE ANY DISPUTE ARISING FROM OR RELATING TO THIS AGREEMENT EXCEPT AS EXPRESSLY SET FORTH HEREIN. All disputes and claims relating to Choconat, or its past or present related entities, officers, directors, employees, investors, distributors or vendors, its marketing and compensation plan, its products, the rights and obligations of an Independent Member and CHOCONAT, or any other claims or causes of action relating to the performance of either an Independent Member or Choconat under the Independent Member Agreement, or Policies & Procedures, or the purchase of products shall be settled totally and finally by mediation and binding arbitration as set forth herein. If a dispute arises, it is expected that the parties will attempt in good faith to resolve any such dispute in an amicable and mutually satisfactory manner.

If differences cannot be resolved by mediation, the parties agree that in order to promote to the fullest extent reasonably possible a mutually amicable resolution of the dispute in a timely, efficient and cost-effective manner, they will waive their respective rights to a trial by jury and settle their dispute by submitting the controversy to binding arbitration in accordance with the commercial rules of the American Arbitration Association ("AAA"), except that all parties shall be entitled to discovery rights as limited by the arbitrator, but no greater than provided by the Federal Rules of Procedures then in effect.

In order for a claim to be considered timely filed in arbitration, a party shall submit a demand for arbitration (the "Demand for Arbitration"), along with payment for the applicable filing and case management fees, with the AAA, no later than 60 days after the date of the mediation. The Demand for Arbitration shall also be personally delivered or sent to respondent(s) by prepaid registered airmail or overnight courier, and shall be effective on receipt thereof by the party to whom it is addressed. Proof of receipt shall be a receipt signed by any officer or responsible official of the party to whom it is addressed. The Demand for Arbitration shall be dated and shall specify the claims or issues which are to be subject to arbitration, including the requested remedies sought in the arbitration. Any answer or cross-complaint shall be served within the deadlines set forth in the AAA's commercial arbitration rules.

Upon service of the Demand for Arbitration, the parties shall attempt, in good faith, to select a mutually agreeable arbitrator from the AAA's Panel of

Arbitrators. The parties agree that the arbitrator shall be an attorney at law, who shall have expertise in business law transactions with a strong preference being an attorney who is knowledgeable in the direct selling industry (collectively, the "Preferred Expertise"). If the parties are unable to select and notify the AAA of a mutually acceptable arbitrator within 21 days after service of the Demand for Arbitration, the AAA shall submit to the parties a list of seven proposed arbitrators who have the Preferred Expertise (the "Arbitrator List"). Within seven days of service of the Arbitrator List, each party shall submit a letter to the AAA ranking four arbitrators on the Arbitrator List in order of preference and striking the remaining three names. The AAA shall then select the arbitrator on the Arbitrator List with the highest combined ranking. The AAA shall notify the parties in writing once an arbitrator has been mutually selected or appointed from the Arbitrator List.

The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §1 et. seq., and the judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. Either party may elect to participate in the arbitration telephonically. Any substantive or procedural rights other than the enforceability of the arbitration agreement shall be governed by the law of the State of Delaware, which is Choconat's state of incorporation, without giving effect to principles of conflicts of laws.

The parties further expressly agree that (i) the arbitrator shall only reach his decision by applying strict rules of law to the facts, (ii) the arbitration shall be conducted in the English language, in the county and state of the Choconat corporate office in the United States, (iii) subject to sub-clause (iv) of this paragraph, the party filing the Demand for Arbitration shall be responsible for all fees and costs charged by the AAA and the arbitrator, provided, however, that the respondent shall be responsible for the filing fees of any Cross-Complaint that it files with the AAA; (iv) the party in whose favor the arbitration award is rendered shall be entitled to recover costs and expenses of the arbitration including, but not limited to, attorneys' fees and the cost and expense of administration of the arbitration proceedings, and any costs and attorney's fees incurred in executing on or enforcing the arbitration award, (v) neither party (nor any of Choconat's related entities, officers, directors, employees, investors, distributors or vendors) shall have any liability for any punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, or loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement or for any act, omission, or other conduct arising out of the parties' business relationship; and (vi) the arbitral award shall be issued in the county and state of the Choconat corporate office in the United States.

Except as provided below, no party shall be entitled to commence or maintain any action in a court of law upon any matter in dispute until such matter shall have been submitted and determined as provided herein and then only for the enforcement of such arbitration award. Provided that, notwithstanding this mediation and arbitration policy, either party may apply to a court of competent jurisdiction in the county and state of the Choconat corporate office in the United States, or in any other jurisdiction as necessary to enforce an arbitration award or the injunctive relief granted by a court, to seek a temporary restraining order, preliminary injunction, or other injunctive relief before, during the pendency of, or after the rendition of, a decision in any arbitration proceeding. The institution of any action for equitable relief or to enforce an award or order shall not constitute a waiver of the right or obligation of any party to submit any claim seeking relief other than injunctive or enforcement relief to arbitration. Judgment upon the award may be entered by the United States Federal District Court or Superior Court located in the county and state of the Choconat corporate office in the United States, or application may be made to such court for the judicial acceptance of the award and order of enforcement, as the case may be, if the arbitrator's award or decision is not complied with within seven days of the arbitrator's decision.

The existence of any claim or cause of action of an Independent Member against Choconat whether predicated on the Member Agreement or otherwise shall not constitute a defense to Choconat's enforcement of an Independent Member's covenants and agreements contained herein or under the Agreement. This agreement to arbitrate shall survive any termination or expiration of any other agreements between the parties.

18. Waiver. No delay or omission by either party hereto to exercise any right or power occurring upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. The terms and conditions of this Agreement may be waived or amended only in writing and only by the party that is entitled to the benefits of the term(s) or condition(s) being waived or amended. Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise.

19. Unenforceability. If any provision of this Agreement or any word, phrase, clause, sentence, or other portion thereof should be held to be unenforceable or invalid for any reason, then provided that the essential consideration for entering into this Agreement on the part of any party is not unreasonably impaired, such provision or portion thereof shall be modified or deleted in such manner as to render this Agreement as modified legal and enforceable to the maximum extent permitted under applicable laws.

20. Authority to Execute. The party signing this Agreement hereby acknowledges, represents and warrants that they are expressly and duly authorized to execute this Agreement and to legally bind said party to this Agreement.

21. Notices. You may contact Us by writing or calling Us at the address or email address listed below:

Choconat of NC, LCC
P.O. Box 4201
Mooresville, NC 28117

support@choconature.com

Skype address: Choconature

