

TERMS OF USE

1. INTRODUCTION

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PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE WEBSITE. By using the Website, you signify your agreement to these Terms of Use. If you do not agree to these Terms of Use, you may not use the Website. In addition, when you use any of our current or future services, you will also be subject to our guidelines, terms, conditions and agreements applicable to those services. If these Terms of Use are inconsistent with the guidelines, terms and agreements applicable to those services, these Terms of Use will control.

2. PRIVACY AND YOUR ACCOUNT

Please review our Privacy Policy, which also governs your visit to the Website, to understand our privacy practices.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

3. CONSIDERATION

You agree that these Terms of Use are supported by reasonable and valuable consideration, the receipt and adequacy of which you hereby acknowledge, including, without limitation, your access to and use of the Website and data, materials and information available at or through the Website.

4. RESTRICTIONS ON USE; LIMITED LICENSE

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5. USE AND PROTECTION OF PASSWORD AND ID.

in the future may assign a password and account ID to you so you can access and use certain areas of the Website. Each user who uses such assigned password and ID shall be deemed to be authorized by you to access and use the Website, and DURABO SOURCING shall have no obligation to investigate the authorization or source of any such access or use. YOU ACKNOWLEDGE AND AGREE THAT AS BETWEEN YOU AND DURABO SOURCING, YOU WILL BE SOLELY RESPONSIBLE FOR ALL ACCESS TO AND USE OF THE WEBSITE BY ANYONE USING THE PASSWORD AND ID ASSIGNED TO YOU WHETHER OR NOT SUCH ACCESS TO AND USE OF THE WEBSITE IS ACTUALLY AUTHORIZED BY YOU, INCLUDING ALL COMMUNICATIONS AND TRANSMISSIONS AND ALL OBLIGATIONS (INCLUDING FINANCIAL OBLIGATIONS FOR PURCHASES THROUGH THE WEBSITE) THAT MAY RESULT FROM SUCH ACCESS OR USE.

You are solely responsible for protecting the security and confidentiality of the password and ID assigned to you. You shall immediately notify MST Distributorsof any unauthorized use of the assigned password or ID, or any other breach or threatened breach of the Website's security of which you are aware. You will be responsible for any activity conducted under your assigned

password or ID.

6. SYSTEM REQUIREMENTS.

Use of the certain areas of the Website requires Internet access, audio manager software or other software allowing the downloading and storing of audio and audio-visual files in MP3 or other digital format (the “Software”), and, for certain downloadable content, a compatible player device (the “Device”). MST Distributors may, at any time and from time to time, in its sole discretion, modify, revise, or otherwise change the system requirements for the Website and the format of any downloadable content, in whole or in part, without notice or liability to you. Internet access, use of the Software, or use of a Device may result in fees in addition to any fees incurred on the Website. Software and Devices may require you to obtain updates or upgrades from time to time. Your ability to use the Website may be affected by the performance of the Software, the Device, or your Internet connection. You acknowledge and agree that it is your sole responsibility to comply with the system requirements of your Software and Device, as in effect from time to time, and to maintain, update, and upgrade your Software and Devices, including the payment of all Internet access, Software, and Device fees without recourse to MST DISTRIBUTORS.

7. SUBMISSIONS

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BECAUSE ANY WEIGHT LOSS OR HEALTH MODIFICATION PLAN CAN RESULT IN SERIOUS INJURY, MST Distributors URGES YOU TO OBTAIN A PHYSICAL EXAMINATION FROM A DOCTOR BEFORE USING ANY WEIGHT LOSS PRODUCTS OR SERVICES. YOU AGREE THAT BY USING ANY PRODUCTS OR SERVICES, YOU DO SO ENTIRELY AT YOUR OWN RISK. ANY RECOMMENDATION FOR CHANGES IN DIET INCLUDING THE USE OF FOOD SUPPLEMENTS, WEIGHT REDUCTION AND/OR BODY BUILDING ENHANCEMENT PRODUCTS ARE ENTIRELY YOUR RESPONSIBILITY AND YOU SHOULD CONSULT A PHYSICIAN PRIOR TO UNDERGOING ANY DIETARY OR FOOD SUPPLEMENT CHANGES. YOU AGREE THAT YOU ARE VOLUNTARILY PURCHASING PRODUCTS OR SERVICES, PARTICIPATING IN RECOMMENDED ACTIVITIES, AND USING THIS WEBSITE AND ASSUME ALL RISKS OF INJURY, ILLNESS, OR DEATH.

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11. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES (INCLUDING NEGLIGENCE) SHALL WE BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL

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APPLICABLE LAW MAY NOT ALLOW CERTAIN OF THE EXCLUSIONS, LIMITATIONS, OR DISCLAIMERS OF LIABILITY SET FORTH IN THESE TERMS OF USE, SO SUCH EXCLUSIONS, LIMITATIONS OR DISCLAIMERS MAY NOT APPLY TO YOU.

12. COPYRIGHT COMPLAINTS

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13. AMENDMENT

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MST DISTRIBUTORS LLC.

6822 22nd Ave N #259

St Petersburg, FL 33710

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15. APPLICABLE LAW AND DISPUTES

These Terms of Use, your rights and obligations, our rights and obligations, and all actions contemplated by these Terms of Use, will be governed by the laws of the United States of America and the State of California, without regard to principles of conflicts of law and as if these Terms of Use were a contract wholly entered into and wholly performed within the State of California. These Terms of Use will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

Any dispute relating in any way to your visit to the Website or to products you purchase through the Website shall be submitted to confidential binding arbitration in Los Angeles County, California, United States of America, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court in Los Angeles County, California, United States of America, and you consent to exclusive jurisdiction and venue in such courts.

Arbitration under these Terms of Use shall be conducted under the rules then prevailing of JAMS/ENDISPUTE Streamlined Arbitration Rules and Procedures in effect at the time of filing of the demand for arbitration.

The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these Terms of Use shall be joined to an arbitration involving any other party subject to these Terms of Use, whether through class arbitration proceedings or otherwise.

16. ELECTRONIC COMMUNICATIONS

When you visit the Website or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on the Website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

17. MISCELLANEOUS LEGAL PROVISIONS

We may discontinue the Website at any time and for any reason, without notice. We may change the contents, operation, or features of the Website at any time for any reason, without notice. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms of Use or your use of the Website. Nothing contained in these Terms of Use is in derogation of our right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by us with respect to such use. A printed version of these Terms of Use and of any

notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Our failure to enforce any provision of these Terms of Use or respond to a breach by you or others shall not constitute a waiver of our right to enforce any other provision of these Terms of Use as to that breach or any other.

If any provision of these Terms of Use is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect, and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.

These Terms of Use constitute the entire agreement between you and us regarding the Website and supersedes any prior or contemporaneous agreement regarding that subject matter.

Updated August 15th, 2022

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- A description of where the material that you claim is infringing is located on the Website*
- Your address, telephone number, and e-mail 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*
- A statement by you, under penalty of perjury, that the foregoing information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf*

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Attn: Copyright Agent

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