

## TERMS OF USE AND DMCA NOTICE

Effective Date: January 1, 2018

To review material modifications and their effective dates scroll to the bottom of the page.

1. **Parties.** The parties to these Terms of Use are you, and the owner of this ninibambini.com website business, Nini Bambini ("Nini"). All references to "we", "us", "our", this "website" or this "site" shall be construed to mean this website business and Nini.

2. **Use And Restrictions.** Subject to these Terms of Use and our Privacy Policy, you may use the public areas of this site, but only for your own internal purposes. You agree not to access (or attempt to access) this site by any means other than through the interface we provide, unless you have been specifically allowed to do so in a separate agreement. You agree not to access (or attempt to access) this site through any automated means (including use of scripts or web crawlers), and you agree to comply with the instructions set out in any robots.txt file present on this site. You are not authorized to (i) resell, sublicense, transfer, assign, or distribute the site, its services or content; (ii) modify or make derivative works based on the site, its services or content; or (iii) "frame" or "mirror" the site, its services or content on any other server or Internet-enabled device. All rights not expressly granted in this Agreement are reserved by us and our licensors.

3. **Modification.** We reserve the right to modify these Terms of Use at any time, and without prior notice, by posting an amended Terms of Use that is always accessible through the Terms of Use link on this site's home page. You should scroll to the bottom of this page periodically to review material modifications and their effective dates. **YOUR CONTINUED USE OF THIS SITE FOLLOWING OUR POSTING OF A MODIFICATION NOTICE OR NEW TERMS OF USE ON THIS SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE MODIFICATION OR NEW TERMS OF USE.**

4. **How We Treat Postings To This Site (Blog, Forum, or Chat Room).**

4.1 We will not treat information that you post to areas of this site that are viewable by others (for example, to a blog, forum or chat-room) as proprietary, private, or confidential. We have no obligation to monitor posts to this site or to exercise any editorial control over such posts; however, we reserve the right to review such posts and to remove any material that, in our judgment, is not appropriate. Posting, transmitting, promoting, using, distributing or storing content that could subject us to any legal liability, whether in tort or otherwise, or that is in violation of any applicable law or regulation, or otherwise contrary to commonly accepted community standards, is prohibited, including without limitation information and material protected by copyright, trademark, trade secret, nondisclosure or confidentiality agreements, or other intellectual property rights, and material that violates export control laws.

4.2 We, in our sole discretion and without notice, reserve the right, but undertake no

duty, to review, edit, remove or delete any material submitted as a comment to blog, forum or chat-room provided for display or placed on this site. Specifically, we reserve the right to delete or decline to post content that contains profanity; sexual content; overly graphic, disturbing or offensive material; vulgar or abusive language; hate speech, defamatory comments, or offensive language targeting any specific demographic; personal attacks of any kind; spam; promotions for commercial products or services.

4.3 By submitting a comment for posting, you agree that we are not responsible, and shall have no liability to you, with respect to any information or materials posted by others, including defamatory, offensive or illicit material, even material that violates this Agreement.

5. Defamation; Communications Decency Act Notice. This site is a provider of "interactive computer services" under the Communications Decency Act, 47 U.S.C. Section 230, and as such, our liability for defamation and other claims arising out of any postings to this site by third parties is limited as described therein. We are not responsible for content or any other information posted to this site by third parties. We neither warrant the accuracy of such postings or exercise any editorial control over such posts, nor do we assume any legal obligation for editorial control of content posted by third parties or liability in connection with such postings, including any responsibility or liability for investigating or verifying the accuracy of any content or any other information contained in such postings.

6. Monitoring. We reserve the right, but not the obligation, to monitor your access and use of this site without notification to you. We may record or log your use in a manner as set out in our Privacy Policy that is accessible through the Privacy Policy link on this site's home page.

7. Separate Agreements. You may acquire products, services and/or content from this site. We reserve the right to require that you agree to separate agreements as a condition of your use and/or purchase of such products, services and/or content.

8. Ownership. The material provided on this site is protected by law, including, but not limited to, United States copyright law and international treaties. The copyrights and other intellectual property in the content of this site is owned by us and/or others. Except for the limited rights granted herein, all other rights are reserved.

9. DMCA Notice. This site is an Internet "service provider" under the Digital Millennium Copyright Act, 17 U.S.C. Section 512 ("DMCA"). As Required by the DMCA, this site maintains specific contact information provided below, including an e-mail address, for notifications of claimed infringement regarding materials posted to this site. All notices should be addressed to the contact person specified below (our agent for notice of claimed infringement):

Notification of Claimed Infringement:  
Nini Bambini  
18 Constitution Drive, Suite 9

Bedford, NH, 03110

Agent's Name/Email Address: info-at-ninibambini.com

Telephone: 603.666.6464

You may contact our agent for notice of claimed infringement specified above with complaints regarding allegedly infringing posted material and we will investigate those complaints. If the posted material is believed in good faith by us to violate any applicable law, we will remove or disable access to any such material, and we will notify the posting party that the material has been blocked or removed.

In notifying us of alleged copyright infringement, the DMCA requires that you include the following information: (i) description of the copyrighted work that is the subject of claimed infringement; (ii) description of the infringing material and information sufficient to permit us to locate the alleged material; (iii) contact information for you, including your address, telephone number and/or e-mail address; (iv) a statement by you that you have a good faith belief that the material in the manner complained of is not authorized by the copyright owner, or its agent, or by the operation of any law; (v) a statement by you, signed under penalty of perjury, that the information in the notification is accurate and that you have the authority to enforce the copyrights that are claimed to be infringed; and (vi) a physical or electronic signature of the copyright owner or a person authorized to act on the copyright owner's behalf. Failure to include all of the above-listed information may result in the delay of the processing of your complaint.

10. Warranty Disclaimers. EXCEPT AS MAY BE PROVIDED IN ANY SEPARATE WRITTEN AGREEMENTS SIGNED BY THE PARTIES, THE SERVICES, CONTENT, AND/OR PRODUCTS ON THIS SITE ARE PROVIDED "AS-IS", AND NEITHER WE NOR ANY OF OUR LICENSORS MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO SUCH PRODUCTS, SERVICES, AND/OR CONTENT. EXCEPT AS MAY BE PROVIDED IN ANY SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES OR SEPARATE AGREEMENT ORIGINATING FROM THIS SITE, THIS SITE AND ITS LICENSORS SPECIFICALLY DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THIS SITE OR PRODUCTS, SERVICES AND/OR CONTENT ACQUIRED FROM THIS SITE, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, COMPLETENESS, TIMELINESS, CORRECTNESS, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. THIS SITE AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT THIS SITE, ITS PRODUCTS, SERVICES, AND/OR CONTENT: (A) WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR (C) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Not all exercise is suitable for everyone. To reduce the risk of injury, consult your doctor before

beginning this or any exercise program. The instruction and programs we offer are in no way intended as a substitute for medical counseling.

In consideration of my use of the facilities both indoor and outdoor, I expressly agree and contract, on behalf of myself, my heirs/children, executors, administrators, successors and assigns, that the company and its insurers, owners, employees, officers, board of directors, members and associates, shall not be liable for any damages, claims, demands, rights of action or causes of action, arising from personal injuries (including death) sustained by me, my children, or my guest in, on, or about the premises, or as a result of the use of the courts, equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of the company.

This website is not a substitute for medical advice. If you are beginning a health or weight control program, consult your physician before using products or services discussed on this website, or making any other dietary changes. All of the information provided in and through this website is intended solely for general information and should not be relied upon for any particular diagnosis, treatment, or care. Statements made on this website have not been evaluated by the U.S. Food and Drug Administration or any other government regulatory body.

Information provided on this website does not constitute professional medical or other advice. If you have medical, legal, tax, regulatory, compliance, federal, state, local or financial planning questions, you need to contact a qualified professional. Membership at our club should not be considered an investment opportunity. The value of your membership will fluctuate over time and you may gain or lose money.

We do not independently verify, nor do we seek independent verification of comments and statements that may be posted by others in blog or social media posts on this site or affiliated social media sites regarding our website, its products or services. For this reason, if others post "success story" or "best-case" scenario testimonials (as distinguished from subjective opinions), you should assume that their results are NOT typical.

This site is not intended to create an attorney-client relationship, and no attorney-client relationship will be created or legal advice given through your use of this site, its services and content. No special relationship or privilege exists between you and this site. You will be representing yourself in any legal matter you undertake as a result of your use of this site, its services and content. This site provides (i) articles, newsletters, and content for informational purposes only. In the process of providing this information, this site is engaged in the publication of information regarding legal issues commonly encountered. This site is not a substitute for the advice of an attorney. This site does not review any of your answers to questions for sufficiency, provide legal advice, or analyze applicable law and apply it to your specific requirements. Accordingly, if you need legal advice for a specific issue, or if your specific matter is too complex to be addressed by our automated software tool, you are advised to seek the advice of an attorney.

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Accuracy of Information - We make every effort to insure that the information and items listed on our website are up to date and correct. However, the accuracy of the information is NOT guaranteed, and is subject to change without notice. Updated information may not be immediately reflected on this web site. For a number of reasons, delays may occur when posting to the website.

. THESE DISCLAIMERS CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. NO PURCHASE OR USE OF THE ITEMS OFFERED BY THIS SITE IS AUTHORIZED HEREUNDER EXCEPT UNDER THESE DISCLAIMERS. IF IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, THEN ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE PERIOD REQUIRED BY APPLICABLE LAW. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

11. Limitation of Liability. IN NO EVENT SHALL THIS SITE AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SITE, ITS PRODUCTS, SERVICES, AND/OR CONTENT, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, EVEN IF THIS SITE OR OUR LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Links to This Site. We grant to you a limited, revocable, and nonexclusive right to create a hyperlink to this site provided that the link does not portray us or our products or services in a false, misleading, derogatory, or offensive matter. You may not use any logo, trademark, or tradename that may be displayed on this site or other proprietary graphic image in the link without our prior written consent.

13. Links to Third Party Websites. We do not review or control third party websites that link to or from this site, and we are not responsible for their content, and do not represent that their content is accurate or appropriate. Your use of any third party site is on your own initiative and at your own risk, and may be subject to the other sites' terms of use and privacy policy.

14. Participation In Promotions of Advertisers. You may enter into correspondence with or participate in promotions of advertisers promoting their products, services or content on this site. Any such correspondence or participation, including the delivery of and the payment for products, services or content, are solely between you and each such advertiser.

15. Consumer Rights Information; California Civil Code Section 1789.3. If this site charges for services, products, content, or information, pricing information will be posted as part of the ordering process for this site. We maintain specific contact information including an e-mail address for notifications of complaints and for inquiries regarding pricing policies in accordance with California Civil Code Section 1789.3. All correspondence should be addressed to our agent for notice at the following address:

Notification of Consumer Rights Complaint or Pricing Inquiry:  
Nini Bambini  
18 Constitution Drive, Suite 9  
Bedford, NH, 03110  
Contact: info-at-ninibambini.com  
Telephone:603.666.6464

You may contact us with complaints and inquiries regarding pricing and we will investigate those matters and respond to the inquiries.

The Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs may be contacted in writing at 1020 N. Street, #501, Sacramento, CA 95814, or by telephone at 1-916-445-1254.

16. Arbitration. Except for actions to protect intellectual property rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in Bedford, New Hampshire, USA, and may be conducted by telephone or online. The arbitrator shall apply the laws of the State of New Hampshire, USA to all issues in dispute. The controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement. Enforcements of any award or judgment shall be governed by the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards. Should either party file an action contrary to this provision, the other party may recover attorney's fees and costs up to \$1000.00.

17. Jurisdiction And Venue. The courts of Hillsborough County in the State of New Hampshire, USA and the nearest U.S. District Court in the State of New Hampshire shall be the

exclusive jurisdiction and venue for all legal proceedings that are not arbitrated under these Terms of Use.

18. **Controlling Law.** This Agreement shall be construed under the laws of the State of New Hampshire, USA, excluding rules regarding conflicts of law. The application the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

19. **Intended For Use Only Within The United States.** This site is intended for use only from within the United States. We do not represent that this site is appropriate for use elsewhere. Access to this site from locations where its contents are illegal is not authorized.

20. **Onward Transfer of Personal Information Outside Your Country of Residence.** Any personal information which we may collect on this site will be stored and processed in our servers located only in the United States. If you reside outside the United States, you consent to the transfer of personal information outside your country of residence to the United States.

21. **Severability.** If any provision of these terms is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of these terms, and these terms shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

22. **Force Majeure.** We shall not be liable for damages for any delay or failure of delivery arising out of causes beyond our reasonable control and without our fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures.

23. **Privacy.** Please review this site's Privacy Policy which also governs your visit to this site. Our Privacy Policy is always accessible on our site's home page.

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Material Modifications Since January 1, 2018: none.