

Terms of Use Agreement

Effective Date: January 1, 2013

Last Updated: January 1, 2013

Welcome to the website and online service of Healthy Haiku Productions. This page explains the terms by which you may use our online and/or mobile services, web sites, and software provided on or in connection with the service (collectively the “Service”). By accessing or using the Service, you signify that you have read, understood, and agree to be bound by this Terms of Use Agreement (“Agreement”) and to the collection and use of your information as set forth in the Company Privacy Policy, whether or not you are a registered user of our Service.

We reserve the right to amend this Agreement at any time by notifying you as provided in this Agreement, provided that no notice shall be required for non-substantive changes to the Agreement (including the policies and procedures referenced herein). If we substantively amend this Agreement, we will give you at least seven (7) days notice before the changes take effect, during which period of time you may reject the changes by terminating your account and immediately discontinuing use of the Service. Your continued use of the Service after any such change constitutes your acceptance of the new Terms of Use. If you do not agree to any of these terms or any future Terms of Use, do not use or access (or continue to access) the Service. This Agreement applies to all visitors, users, and others who access the Service.

If you accept or agree to this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to this Agreement and, in such event, "you" and "your" will refer and apply to that company or other legal entity.

1. Healthy Haiku Productions, LLC Service

This web site provides an online platform that connects Healthy Haiku Productions (“Provider”) services and activities with guests, Prospective Clients and Prospective Affiliates seeking to learn about, utilize or participate in such services and activities as Clients or (“Affiliates”). Provider can offer a wide variety of services and activities to Clients or Affiliates on the Service, including classes, experiences and gatherings, and tasks, and other services and activities (“Services”).

2. Eligibility to Join as an Affiliate

Your use (with the exception of guests and Clients) of the Web Site constitutes a binding contract with Healthy Haiku Productions, LLC, and you as an Affiliate who agrees to be in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations. Any use or access to the Web Site by anyone under 13 is strictly prohibited and in violation of this Agreement. The Service is not available to any Users previously removed from the Service by Healthy Haiku Productions, LLC.

3. Service Rules

Affiliates are only retained to make referrals of new Clients and Prospective Affiliates. All financial transactions are strictly between the Clients (and Prospective Affiliates) and Healthy Haiku Productions. Affiliates are responsible solely for making Referrals and will not be involved in collecting fees. All successful Referrals will result in Commissions for the Referring Affiliate. Success is defined as

transactions resulting in a contract with the Client of new Affiliate. Commission rates are listed in the Back Office of the Web Site.

In connection with your use of our Service, you may not and you agree that you will not:

(1) violate any local, state, provincial, national, or other law or regulation, or any order of a court, including, without limitation, zoning restrictions; (2) infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights; (3) interfere with or damage our Service, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology; (4) use our Web Site in connection with the distribution of unsolicited commercial email ("spam") or advertisements unrelated to the Web Site; (5) "stalk" or harass any other User of our Web Site or collect or store any personally identifiable information about any other User (except as expressly permitted by the Web Site); (6) offer, as a Seller, any items that you do not yourself own or have permission to rent (without limiting the foregoing, you will not list items as a Seller if you are serving in the capacity of a broker, rental agent or listing agent for a third party); (7) register for more than one Healthy Haiku Productions Account or register for a Healthy Haiku Productions, LLC Account on behalf of an individual other than yourself; (8) recruit or otherwise solicit any Potential Clients or Affiliates to join third party services or websites that are competitive to Healthy Haiku Productions LLC, without Healthy Haiku Productions, LLC's prior written approval; (9) impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity; (10) use automated scripts to collect information or otherwise interact with the Web Site; (11) use the Web Site to find a Client or new Affiliate and then complete the transaction, independent of the Healthy Haiku Productions in order to circumvent the fees due to Healthy Haiku Productions; (12) access, tamper with, or use non-public areas of the Service, Healthy Haiku Productions, LLC's computer systems, or the technical delivery systems of Healthy Haiku Productions, LLC's providers; (13) attempt to probe, scan, or test the vulnerability of any Healthy Haiku Productions, LLC system or network or breach any security or authentication measures; (14) avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Healthy Haiku Productions, LLC or any of Healthy Haiku Productions, LLC's providers or any other third party (including another User) to protect the Web Site or any content thereon; (15) attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Web Site; or (16) advocate, encourage, or assist any third party in doing any of the foregoing.

Healthy Haiku Productions, LLC has the right to investigate and prosecute violations of any of the above to the fullest extent of the law. Healthy Haiku Productions, LLC may involve and cooperate with law enforcement authorities in prosecuting Users who violate this Agreement.

4. Account Registration (for Affiliates)

In order to access certain features of the Web Site, you must register to create an account ("Healthy Haiku Productions, LLC Affiliate Account") and thereafter Login as an Affiliate. Registration for all Affiliates is a fee the cost of which is detailed in the Back Office. Annual renewal fees are also described.

You may register to join as an Affiliate directly via the Web Site. You may not have more than one (1) active Healthy Haiku Productions, LLC Affiliate Account. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. Healthy Haiku Productions, LLC reserves the right to suspend or terminate your Healthy Haiku Productions, LLC Account and your access to the Web Site for any reason or no reason. You are responsible for

safeguarding your password. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your Healthy Haiku Productions, LLC Account, whether or not you have authorized such activities or actions. You will immediately notify Healthy Haiku Productions, LLC, via support@HealthyHaikuProductions.com, of any unauthorized use of your Healthy Haiku Productions, LLC Account.

5. No Endorsement

Healthy Haiku Productions, LLC does not endorse any Affiliate. In addition, although this Agreement requires Affiliates to provide accurate information, we do not attempt to confirm, and do not confirm, any Affiliate's purported identity. You are responsible for determining the identity and suitability of others who you contact via the Web Site. Healthy Haiku Productions, LLC will not be responsible for any damage or harm resulting from your interactions with other Users. By using the Web Site, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Users or other third parties will be limited to a claim against the particular Users or other third parties who caused you harm and you agree not to attempt to impose liability on, or seek any legal remedy from Healthy Haiku Productions, LLC with respect to such actions or omissions. Accordingly, we encourage you to communicate directly with other Users on the Service regarding any referrals made by you.

YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICE AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE WEB SITE, INCLUDING, BUT NOT LIMITED TO, CLIENTS AND PROSPECTIVE AFFILIATES, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON.

6. Transaction Fees

Healthy Haiku Productions collects transaction fees (Deposits) and Engagement fees from Clients and Registrations fees from Prospective Affiliates. Transaction Fees are charged to the Clients based upon agreed contract amounts. Where applicable, taxes may also be charged in addition to the Transaction and Engagement Fees. Commissions from all transactions will be posted in the Affiliate's Healthy Haiku Productions account, one time weekly after the occurrence of the Contract. Payment shall be remitted via PayPal to Affiliates. **Therefore Affiliates must set up a PayPal account.**

7. Taxes

IRS regulation, regarding federal tax reporting requirements, stipulates that Healthy Haiku Productions must collect IRS Form W-9 from Affiliates in the United States. You understand and agree that you are solely responsible for determining your applicable tax reporting requirements in consultation with your tax advisors. Healthy Haiku Productions, LLC cannot and does not offer tax-related advice to any Users of the Service.. You are also responsible for paying any governmental taxes imposed on your purchase from or use of the Healthy Haiku Productions Web Site, including, but not limited to, sales, use, or value-added taxes. To the extent Healthy Haiku Productions is obligated to collect such taxes, the applicable tax will be added to your billing account.

8. Employment and Withholding

Healthy Haiku Productions is not an employment service and does not serve as an employer of any User. As such, Healthy Haiku Productions will not be liable for any tax or withholding, including but not limited to

unemployment insurance, employer's liability, social security or payroll withholding tax in connection with your use of our Web Site.

9. No Agency

No independent contractor, agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by this Agreement.

B. Feedback

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Service ("Feedback"). You may submit Feedback by emailing us at support@HealthyHaikuProductions.com or through the Contact (www.HealthyHaikuProductions.com Contact) section of the Web Site. You acknowledge and agree that all Feedback will be the sole and exclusive property of Healthy Haiku Productions and you hereby irrevocably assign to Healthy Haiku Productions all of your rights, title, and interest in and to all Feedback, including without limitation all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein.

The Web Site and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content belonging to other Users ("Healthy Haiku Productions Content"), and all Intellectual Property Rights related thereto, are the exclusive property of Healthy Haiku Productions and its licensors (including other Users who post User Content to the Service). Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Healthy Haiku Productions Content. Use of the Healthy Haiku Productions Content for any purpose not expressly permitted by this Agreement is strictly prohibited.

10. Third Party Links

The Service may contain links to third-party websites or resources. You acknowledge and agree that Healthy Haiku Productions is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Healthy Haiku Productions of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the Content, products or services on or available from such websites or resources.

11. Termination and Healthy Haiku Productions, LLC Account Cancellation

We may, in our discretion and without liability to you, with or without cause, with or without prior notice and at any time: (a) terminate this Agreement or your access to our Service, and (b) deactivate or cancel your Healthy Haiku Productions Account. Upon termination we will promptly pay you any amounts we determine we owe you in our sole discretion, including those amounts we are legally obligated to pay you. In the event Healthy Haiku Productions terminates this Agreement, or your access to our Service or deactivates or cancels your Healthy Haiku Productions Account you will remain liable for all amounts due hereunder. You may cancel your Healthy Haiku Productions Account at any time by sending an email to support@HealthyHaikuProductions.com. Please note that if your Healthy Haiku Productions, LLC Account is cancelled, we do not have an obligation to delete or return to you any User Content you have posted to the Service.

12. NO WARRANTIES

IF YOU CHOOSE TO USE THE SERVICE, YOU DO SO AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT HEALTHY HAIKU PRODUCTIONS DOES NOT CONDUCT BACKGROUND CHECKS ON ANY USER. THE SERVICE AND COLLECTIVE CONTENT ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, HEALTHY HAIKU PRODUCTIONS EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. HEALTHY HAIKU PRODUCTIONS MAKES NO WARRANTY THAT THE SERVICE, LISTINGS OR CONTENT WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. HEALTHY HAIKU PRODUCTIONS MAKES NO WARRANTY REGARDING THE QUALITY OF THE SERVICE OR CONTENT, OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY LISTINGS OR CONTENT OBTAINED THROUGH THE SERVICE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM HEALTHY HAIKU PRODUCTIONS OR THROUGH THE SERVICE OR ANY CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICE AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICE.

YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICE AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICE, INCLUDING, BUT NOT LIMITED TO, CLIENTS AND PROSPECTIVE AFFILIATES, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON.

13. LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICE. NEITHER HEALTHY HAIKU PRODUCTIONS ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE, OR COLLECTIVE CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR LISTINGS, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, FROM THE USE OF OR INABILITY TO USE THE SERVICE OR ANY CONTENT THEREON, FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SERVICE OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT HEALTHY HAIKU PRODUCTIONS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

14. Indemnification

You agree to release, defend, indemnify, and hold Healthy Haiku Productions and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the Service; (b) and your interaction with any User, by you, including, but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind.

15. Entire Agreement

This Agreement, the Healthy Haiku Productions Privacy Policy, as well as any policies or procedures referenced herein, constitute the entire and exclusive understanding and agreement between Healthy Haiku Productions and you regarding the Service, and this Agreement supersedes and replaces any and all prior oral or written understandings or agreements between Healthy Haiku Productions and you with respect to the Service.

16. Assignment

You may not assign or transfer this Agreement, by operation of law or otherwise, without Healthy Haiku Productions written consent. Any attempt by you to assign or transfer this Agreement, without such consent, will be null and of no effect. Healthy Haiku Productions may assign or transfer this Agreement, at its sole discretion, without restriction. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

17. Notices

Any notices or other communications permitted or required hereunder, including those regarding modifications to this Agreement, will be in writing and given by Healthy Haiku Productions (i) via email (in each case to the address that you provide) or (ii) by conspicuous posting to the Service. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

18. Dispute Resolution

In the unlikely event that Healthy Haiku Productions Customer Service Department is unable to resolve a complaint you may have to your satisfaction (or if Healthy Haiku Productions has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve any claim, dispute, or controversy (excluding any Healthy Haiku Productions for injunctive or other equitable relief) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by the American Arbitration Association ("AAA") under the commercial rules then in effect for the AAA, except as provided herein. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing Healthy Haiku Productions from seeking injunctive or other equitable relief from the courts as necessary to protect any of Healthy Haiku Productions proprietary interests. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND HEALTHY HAIKU PRODUCTIONS ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

19. General

The failure of Healthy Haiku Productions to enforce any right or provision of this Agreement will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Healthy Haiku Productions. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

20. Definitions

Affiliate: Independent Representatives of Healthy Haiku Productions retained to make Referrals of new Clients and Prospective Affiliates.

Client: Schools, churches, mentoring organizations, and individuals that may engage services of Healthy Haiku Productions.

Services: Healthy Haiku Workshops for “Tweens” and Teens; Train the Trainer Programs; Speaking Engagements, and any additional services so defined in the future and added to this agreement.

Referral: Connection made by Affiliate of new Client of Prospective Affiliate to Healthy Haiku Productions for engagement of services.

Transaction Fee: Deposit for Engagement (10% of Engagement Fee). All Transaction fees to be paid directly to Healthy Haiku Productions.

Engagement fee: Fee charged for Services by Healthy Haiku Productions. All Engagement fees to be paid directly to Healthy Haiku Productions.

21 . Contacting Healthy Haiku Productions

If you have any questions about this Agreement or the Service, please contact Healthy Haiku Productions at support@HealthyHaikuProductions.com.