

CLUB O VIP, TERMS OF USE

(“Agreement”)

ACCEPTANCE OF TERMS THROUGH USE

By using this site <https://www.ClubO.Life/> or by clicking “I agree” to this Agreement, User (“**You**” or “**Your**”) signifies Your acceptance to these terms and conditions. If You do not agree to this Agreement, please do not use this Site and do not click “I agree”. Please check this Agreement periodically for changes as CLUB O VIP, reserves the right to revise this Agreement at any time and without notice. In the event of a change to this Agreement, Your continued use of this Site following the posting of any changes constitutes acceptance of such changes. CLUB O VIP reserves the right to terminate a User’s use of this Site at any time without notice and may do so for any breach of this Agreement.

YOU MUST BE 18 OR OLDER TO ACCEPT THIS AGREEMENT AND USE THIS SITE

This Agreement must be accepted, understood, and agreed to by a person over the age of eighteen (18). If a parent or guardian wishes to permit a person under the age of eighteen (18) to access this Site, the parent or guardian should email CLUB O VIP with their explicit permission and acceptance of full legal responsibility. If You are not yet eighteen (18) years of age or are accessing this Site from any country where this material is prohibited, please exit now as You do not have proper authorization.

LICENSE TO USE THIS SITE

Upon Your acceptance of this Agreement, CLUB O VIP hereby grants You a non-exclusive, non-transferable limited license to use this Site in strict accordance with the terms and conditions in this Agreement. By accepting, You agree not to make any false or fraudulent statements as You use this Site. You acknowledge and agree that all content and services available on this Site are property of CLUB O VIP and are protected by copyrights, trademarks, service marks, patents, trade secrets, and other proprietary rights and laws, in the U.S. and internationally. All rights not expressly granted herein are fully reserved by CLUB O VIP, its advertisers and licensors. You agree to pay for any and all purchases and services using Your name and credit card through this Site, not to challenge any such charges and to pay for all collections and/or attorney’s fees resulting from any non-payment.

LICENSE RESTRICTIONS

Use

Except as may be explicitly permitted, You agree not to save, download, cut and paste, sell, license, rent, lease, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from materials from this Site.

Systematic retrieval of data or other content from this Site to create or compile, directly or indirectly, a collection, database, or directory without written permission from CLUB O VIP is prohibited. In addition, use of the content or materials for any purpose not expressly permitted in this Agreement is prohibited.

Security

You agree that if you are issued a Username and Password by CLUB O VIP, You shall use Your best efforts to prevent access to this Site through Your Username and Password by anyone other than Yourself, including but not limited to, keeping such information strictly confidential, notifying CLUB O VIP immediately if You discover loss or access to such information by an unauthorized party and by using a secure Username and Password not easily guessed by a third-party.

You agree that you shall not try to reverse assemble, reverse compile, decompile, disassemble, translate, or otherwise alter any executable code, contents or materials on or received via this Site. You understand that such actions are likely to subject You to serious civil and criminal legal penalties and CLUB O VIP shall pursue such penalties to the full extent of the law to protect its rights and the rights of its other licensors.

Export

You agree that You shall comply with all applicable export and import control laws and regulations in Your use of this Site, or materials or services received through this Site, and, in particular, You shall not export or re-export anything on or received through this Site in violation of local or foreign export laws and/or without all required U.S. and foreign government licenses.

Errors and Corrections

While we use reasonable efforts to include accurate and current information on our Site, we do not warrant or represent that the Site will be error-free. Data entry errors or other technical problems may sometimes result in inaccurate information being shown. CLUB O VIP reserves the right to correct any inaccuracies or typographical errors on our Site, including pricing and availability of products and services, and shall have no liability for such errors. We may also make improvements and/or changes to the Site's features, functionality, or content at any time. If you see any information or description you believe to be incorrect, please contact CLUB O VIP and CLUB O VIP will verify it for You.

LINKS TO OTHER WEBSITES

The CLUB O VIP Site contains links to other websites for Your information and convenience, or to provide additional shopping for various other goods and services through our Merchant and Services Partners. These third-party websites are responsible for adhering to their own site's terms of use. CLUB O VIP suggests that You carefully review the Terms of Use of each site You choose to access from the CLUB O VIP Site.

USER'S LICENSE GRANT TO SITE

Except with regard to personal information, all information which You post on this Site or communicate to CLUB O VIP through this Site (collectively "Submissions") shall forever be the property of CLUB O VIP. CLUB O VIP shall not treat any submission as confidential and shall not incur any liability as a result of any similarities that may appear in future CLUB O VIP Services or Products. Without copy, CLUB O VIP shall have exclusive ownership of all present and future existing rights to any Submission of every kind and nature, everywhere. You acknowledge that You are fully responsible for the message, including its legality, reliability, appropriateness, originality, and copyright. You hereby represent and warrant that your Submission does not infringe the rights of any third-party.

USER CONDUCT

By using features of this Site that allow You to post or otherwise transmit information to or through this Site, or which may be seen by other users, You agree that You shall not upload, post, or otherwise distribute or facilitate distribution of any content – including text, communications, video, software, images, sounds, data, or other information – that:

- A.** is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, sexually explicit or graphic, or otherwise in violation of this Site's rules or policies;
- B.** infringes any patent, trademark, service mark, trade secret, copyright, moral right, right of publicity, privacy or other proprietary right of any party;
- C.** constitutes unauthorized or unsolicited advertising, junk or bulk email (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
- D.** contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or
- E.** impersonates any person or entity, including any employee or representative of this Site, its licensors, or advertisers.

You also agree that you shall not harvest or collect information about the users of this Site or use such information for the purpose of transmitting or facilitating transmission of unsolicited bulk electronic email or communications for any other commercial purpose of Your own or a third party.

You further agree that You shall not solicit or collect information, or attempt to induce any physical contact with, anyone younger than eighteen (18) years of age without appropriate parental consent.

This Site generally does not pre-screen, monitor, or edit the content posted by users of this Site. However, this Site and its agents have the right, at their sole discretion, to remove any content that, in this Site's sole judgment, does not comply with the Site Submission Rules or is otherwise harmful, objectionable, or inaccurate. This Site is not liable for any failure, delay, damages, or results, in removing such content.

You agree that Your use of this Site may be suspended or terminated immediately upon receipt of any notice which alleges that You have used this Site in violation of these Rules and/or for any purpose that violates any local, state, federal or law of other nations, including but not limited to the posting of information that may violate third-party rights, that may defame a third-party, that may be obscene or pornographic, that may harass or assault others and that may constitute hacking or violate other criminal regulations. In such event, You agree that the owner of this Site may disclose Your identity and contact information, if requested by a government or law enforcement body or as a result of a subpoena or other legal action, and CLUB O VIP shall not be liable for damages or result of a subpoena or other legal action, and CLUB O VIP shall not be liable for damages or results thereof, and You agree not to bring any action or claim against CLUB O VIP for such disclosure.

INTELLECTUAL PROPERTY RIGHTS

Copyright

The CLUB O VIP Site design, text, content, selection and arrangement of elements, organization, graphics, compilation, magnetic translation, digital conversion, and other matters related to the Site are protected under applicable copyright laws, ALL RIGHTS RESERVED. The posting of any such elements on the Site does not constitute a waiver of any right in such elements. You do not acquire ownership rights to any such elements viewed through this Site. Except as otherwise provided herein, none of these elements may be used, copied, reproduced, downloaded, posted, displayed, transmitted, mechanical, photocopying, recording, or otherwise, without CLUB O VIP's prior written permission.

Trademark

The CLUB O VIP name, logo, and all Product names, CLUB O VIP names, and other logos, unless otherwise noted, are trademarks and/or trade dress of CLUB O VIP or its respective owners. The use or misuse of any Marks or any other materials contained on the Site, without the prior written permission of their owner, is expressly prohibited.

THIRD PARTY SITES

You may be transferred to online merchants or other third-party sites through links or frames from this Site. You are cautioned to read their Terms of Use and/or Privacy Policies before using such sites. These sites may contain information or material that is

illegal, unreasonable or that some people may find inappropriate or offensive. These other sites are not under the control of CLUB O VIP and are not monitored or reviewed by CLUB O VIP. The inclusion of such a link or frame does not imply endorsement of this site by CLUB O VIP, its advertisers or licensors, any association with its operators and is provided solely for Your convenience. You agree that CLUB O VIP and its licensors have no liability whatsoever from such third-party sites and Your usage of them.

DISCLAIMER OF WARRANTIES

CLUB O VIP, ITS ADVERTISERS, AND LICENSORS, MAKE NO REPRESENTATION OR WARRANTIES ABOUT THIS SITE, THE SUITABILITY OF THE INFORMATION CONTAINED ON OR RECEIVED THROUGH USE OF THIS SITE, OR ANY SERVICE OR PRODUCTS RECEIVED THROUGH THIS SITE. ALL INFORMATION AND USE OF THIS SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. CLUB O VIP, ADVERTISERS AND/OR ITS LICENSORS HEREBY DISCLAIM ALL WARRANTIES WITHOUT REGARDS TO THIS SITE, THE INFORMATION CONTAINED OR RECEIVED THROUGH USE OF THIS SITE, AND ANY SERVICES OR PRODUCTS RECEIVED THROUGH THIS SITE, INCLUDING ALL EXPRESS, STATUTORY, AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. CLUB O VIP, ITS ADVERTISERS AND/OR ITS LICENSORS DO NOT WARRANT THAT THE CONTENTS OR ANY INFORMATION RECEIVED THROUGH THIS SITE ARE ACCURATE, RELIABLE OR CORRECT; THAT THIS SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE CONTENTS OF ANY INFORMATION RECEIVED THROUGH THIS SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR USE OF THIS SITE IS SOLELY AT YOUR OWN RISK. USER AGREES THAT USER HAS RELIED ON NO WARRANTIES, REPRESENTATIONS OR STATEMENTS OTHER THAN IN THIS AGREEMENT. BECAUSE SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, THESE EXCLUSIONS MAY NOT APPLY TO YOU BUT SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW OF YOUR JURISDICTION.

LIMITATION OF LIABILITY

Under no circumstances shall CLUB O VIP, its advertisers and/or its licensors be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use or inability to use, this Site. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if CLUB O VIP, its advertisers and/or its licensors have been advised of the possibility of such damage.

Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, the CLUB O VIP, advertisers and/or its respective licensors' liability in such jurisdictions shall be limited to the maximum extent permitted by law of Your jurisdiction.

INDEMNIFICATION

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CLUB O VIP, ITS ADVERTISERS, LICENSORS, SUBSIDIARIES AND OTHER AFFILIATED COMPANIES, AND THEIR EMPLOYEES, CONTRACTORS, OFFICERS, AGENTS AND DIRECTORS FROM ALL LIABILITIES, CLAIMS, AND EXPENSES, INCLUDING ATTORNEY'S FEES, THAT ARISE FROM YOUR USE OF THIS SITE, OR ANY SERVICES, INFORMATION OR PRODUCTS FROM THIS SITE, OR ANY VIOLATION OF THIS AGREEMENT. CLUB O VIP RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH EVENT YOU SHALL COOPERATE WITH CLUB O VIP IN ASSERTING ANY AVAILABLE DEFENSES.

LEGAL COMPLIANCE

CLUB O VIP may suspend or terminate this Agreement or Your use immediately upon receipt of any notice which alleges that You have used this Site for any purpose that violates any local, state, federal or law of other nations, including but not limited to the posting of information that may violate third-party rights, that may defame a third-party, that may be obscene or pornographic, that may harass or assault others, that may constitute hacking or violate other criminal regulations. In such event, CLUB O VIP may disclose Your identity and a subpoena or other legal action, and CLUB O VIP shall not be liable for damages or results thereof and You agree not to bring any action or claim against CLUB O VIP for such disclosure.

CHOICE OF LAW AND FORUM

This CLUB O VIP Site (excluding third party linked sites) is controlled by CLUB O VIP within the State of California. It can be accessed from all other countries around the world to the extent permitted by law. As any of these places may have laws that differ from the State of California, by accessing this Site, both You and CLUB O VIP agree that the statutes and laws of California shall apply to any actions or claims arising out of or in relation to this Agreement or Your use of this Site, without regards to conflict of law principles that arise. You and CLUB O VIP also agree and hereby submit to the filing of any claim only in the exclusive personal jurisdiction and venue of California and any legal proceedings shall be conducted in English. CLUB O VIP makes no representation that materials on this Site are appropriate or available for use in other locations and makes no representation that accessing these materials from territories where their contents are illegal is prohibited.

MISCELLANEOUS

This Agreement incorporates by reference the Site Submission Rules if this Site allows posting and posts to such Rules. This Agreement constitutes the entire agreement between the parties related to the subject matter thereof, supersedes any prior or contemporaneous (oral, written, or electronic) agreement between the parties and shall not be changed except by written agreement signed by an officer of CLUB O VIP. If any

provision of this Agreement is prohibited by law or held to be unenforceable, the remaining provisions hereof shall not be affected and this Agreement as much as possible under applicable law shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof and the unenforceable provision shall be automatically amended so as to best accomplish the objectives of such unenforceable provision within the limits of applicable law.

CLUB O VIP reserves the right to revise these provisions at its discretion and without notice, so check back from time to time to be sure You are complying with the current version.