



## JavaFit Affiliate Marketing Policy

**It is vital that all JavaFit Affiliates follow these guidelines as violations put the company and all Affiliates at risk**

1. I will identify myself as a “JavaFit Independent Affiliate” in all my marketing and advertising communication. I will never falsely represent myself as an agent of the JavaFit Corporation
2. If I am notified by JavaFit that any of my marketing is not in compliance with federal, state, or local laws, or the JavaFit Policy, I will immediately discontinue it’s use and I will correct the issue before displaying or using it again
3. I will never make claims that the product is intended to or will diagnose, prevent, mitigate, treat or cure any disease or abnormal health condition
4. If I provide information about the JavaFit products in my marketing, I will include this statement: “These statements have not been evaluated by the US Food and Drug Administration. This product is not intended to diagnose, treat, cure or prevent any disease.”
5. I will never make income claims or suggest that a potential affiliate is guaranteed any earnings with the JavaFit affiliate program
6. If I include any compensation plan or income information I MUST include this statement: “Any mention of earnings or income should not be construed as representative of fixed or standard earning from any Affiliate.”
7. I understand that from time to time changes may be made to this marketing policy and I will be notified of changes. If any of my current marketing materials are in violation of the new policy, I will make the necessary changes to be in compliance immediately
8. I understand that serious offenses to this policy may have substantial legal implications from JavaFit as well as personal legal proceedings may be brought against me by state and federal regulatory agencies
9. I understand that if I violate any of the above, I may be subject to any of the disciplinary sanctions placed forth in the JavaFit Policy, up to and including the termination of my Affiliate status with JavaFit

## SPAM Policy

1. I agree that I will not send unsolicited commercial emails unless such emails strictly comply with applicable laws and regulations including, without limitation, the federal CAN-SPAM Act. I agree that any email that I send promotes JavaFit, the JavaFit opportunity, or JavaFit products and services must comply with the following
  - a. There must be a functioning return email address to the sender
  - b. The email must include my physical emailing address
  - c. The email must clearly and conspicuously disclose that the message is an advertisement or solicitation

- d. The use of deceptive subject lines and/or false header information is prohibited
  - e. I will honor all opt-out requests, whether received by email or regular mail. When I receive opt-out requests from recipients of emails, I agree to forward the opt-out requests to JavaFit
  - f. All email sent with any mention of or linking in any way to our products, services, offerings or anything whatsoever tied to our company must be fully compliant with the CAN-SPAM Act. They must also be fully compliant with all our additional anti-Spam requirements as outlined above. Failure to comply with all our anti-Spam requirements even if your message is CAN-SPAM compliant is a direct violation of our Anti-Spam policies
2. I agree that JavaFit may periodically send commercial emails on my behalf and authorize JavaFit to include my physical and email address in such emails. I will honor opt-out requests generated as a result of such emails sent by the Company

## Conditions of Use of Intellectual Property

1. The following are registered trademarks of JAVALUTION COFFEE COMPANY, INC in the United States as well as other countries:
  - a. JAVALUTION COFFEE COMPANY
  - b. CONVENIENCE IN A CUP
  - c. PERFORMANCE COFFEE
  - d. FUNCTIONAL GOURMET COFFEE
  - e. WE DON'T DO FLAVORS. WE DO FUNCTIONS.
  - f. WHAT'S IN YOUR CUP?
  - g. THE FUNCTIONAL COFFEE COMPANY
  - h. JAVAFIT
  - i. JAVAFIT EXTREME
2. All JAVALUTION COFFEE COMPANY, INC trademarks, service marks, domain names, logos, and company names are otherwise the exclusive property of JAVALUTION COFFEE COMPANY, INC. In countries where any of these trademarks, service marks, domain names, logos and company names is not registered, JAVALUTION COFFEE COMPANY, INC claims other rights associated with unregistered trademarks, service marks, domain names, logos, and company names.
3. JAVALUTION COFFEE COMPANY, INC hereby grants to you a limited non-exclusive license to use its trademarks, service marks, domain names, logos, and company names during the term of you and/or your company's relationship with the JAVALUTION COFFEE COMPANY, INC subject to these Terms and Conditions. At the end of the said relationship, you acknowledge that all rights concerning the aforementioned trademarks, service marks, domain names, logos, and company names shall be retained by the JAVALUTION COFFEE COMPANY, INC and any and all goods, web sites, domain names, or otherwise bearing or composed in whole or in part of the trademarks, service marks, domain names, logos, and company names of JAVALUTION COFFEE COMPANY, INC must be returned, transferred, or otherwise remitted to the control of the JAVALUTION COFFEE COMPANY, INC.

## Governing Law, Jurisdiction and Venue

Access to and use of JAVALUTION COFFEE COMPANY, INC intellectual property is governed by U. S. federal law and/or the laws of the State of Florida, U.S.A. ANY LEGAL ACTION OR PROCEEDING RELATING TO YOUR ACCESS TO, OR USE OF, THE INTELLECTUAL PROPERTY OF JAVALUTION COFFEE COMPANY, INC OR THESE TERMS AND CONDITIONS SHALL BE INSTITUTED ONLY IN A STATE OR FEDERAL COURT LOCATED IN THE STATE OF FLORIDA, U.S.A. YOU AND JAVALUTION AGREE TO SUBMIT TO THE JURISDICTION OF, AND AGREE THAT VENUE IS PROPER IN, THESE COURTS IN ANY SUCH LEGAL ACTION OR PROCEEDING.

## Modifications to Terms and Conditions

JAVALUTION COFFEE COMPANY, INC can revise these Terms and Conditions at any time by modifying or updating this posting, except where other notice or consent is required by law. Your use of any component of JAVALUTION COFFEE COMPANY, INC'S intellectual property on or after the effective date of any such modification or update will constitute your acceptance of these Terms and Conditions as modified and/or updated. These Terms and Conditions were last revised on June 23, 2009.

## Waiver

The delay or omission by either party to enforce or exercise any terms or right pursuant to these Terms and Conditions will not impair any such term or right nor be construed to be a waiver thereof and shall in no way affect the other party's right later to enforce it. Any waiver by either party of any covenants, conditions or agreements to be performed by the other party will not be construed to be a waiver of any succeeding breach thereof or any covenant, conditions or agreement herein contained.

## Miscellaneous

If any part of these Terms and Conditions is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity or enforceability of any remaining provisions. Any information related to your use of this Site for illegal purposes will be provided to law enforcement authorities. These Terms and Conditions and the Privacy Policy constitute the entire agreement between the parties relating to the use of this Site and supersede and replace any prior agreement and communication between the parties, except as otherwise set forth above. Save as provided in these Terms and Conditions, you shall have no remedy in respect of any untrue statement (whether written or oral) made to you upon which you rely in agreeing to these Terms and Conditions (a "Misrepresentation") and JAVALUTION COFFEE COMPANY, INC shall have no liability to you other than pursuant to these express Terms and Conditions. Nothing in these Terms and Conditions shall exclude or limit JAVALUTION COFFEE COMPANY, INC'S liability for any Misrepresentation knowing it was untrue.