

License Agreement for Body Detox Site

from SonicPoint.com

NOTE: THIS IS A CONTRACT

Read this agreement carefully before installing Body Detox Site. By installing the Body Detox Site Files (hereinafter called "The Files"), you accept the terms of this agreement. If you do not agree with the terms and conditions of this agreement, do not install The Files.

This License constitutes an agreement between SonicPoint.com (hereinafter called "SonicPoint" or "We") and the person or legal entity (hereinafter called "you" or Licensee") who has legally acquired a license from SonicPoint or its resellers to use the The Files.

SonicPoint grants to you a non-exclusive, **"single-user"** license to use the The Files and the related documentation (the "Documentation") according to the terms and conditions set forth in this agreement.

If and only if you agree to the following terms and conditions, SonicPoint grants the Licensee, a non-exclusive license to use The Files as described below:

1. Use of The Files:

(a) Subject to section 1(b), you as the Licensee of The Files may:

- * use The Files on any website that you own;
- * resell, distribute The Files to anyone or any entity with a minimum price of US \$17.95 provided the instructions.pdf file is distributed in its unaltered entirety with The Files.

(b) You as the Licensee of The Files may NOT:

- * use or permit the use of The Files or the output generated by The Files, or any part thereof, in or in association with fraudulent, pornographic, defamatory, immoral, infringing or illegal material;
- * use or copy The Files, or any part thereof, and/or Documentation except as permitted by the terms of the License;
- * use or permit the use of The Files, or any part thereof, as a trademark or service mark, or claim any proprietary rights of any sort in The Files or the output generated by The Files, or any part thereof;
- * make some of The File(s) available on your web page or any delivery as a separate or downloadable reusable file. The Files cannot be sold or distributed separately.

2. Representations and Acknowledgments

(a) The Licensee acknowledges that:

- * Licensee is not connected or associated with SonicPoint in anyway with respect to The Files;
- * Affiliate marketing on the Internet is a competitive undertaking and involves many other affiliates competing for the same business and/or offering the same products for sale, and also involves other factors that are constantly changing and/or are difficult to determine;
- * use of The Files does not guarantee that any affiliate sales will be generated for the Licensee;
- * the Licensee shall be responsible for any cost of data traffic on the Licensee's server that results from the use of The Files that may be charged by the Licensee's Internet Service Provider;

(b) The Licensee agrees that if The Files have been provided free (illegally) to the Licensee, the Licensee shall pay SonicPoint \$37.95 immediately and upon demand at: SonicPoint.com, 17195 Silver Parkway #154, Fenton, MI 48430.

3. Restrictions on Use

You may not alter, merge, modify, adapt, de-compile or reverse engineer The Files in any way; remove, obscure or alter any of SonicPoint's copyright or other proprietary rights and notices from The Files. You may transfer copies of The Files to another party provided (i) you sell them bundled together with The Files for a minimum price of \$17.95. and (ii) the other party agrees to accept the terms and conditions of this agreement.

The License granted to you by this agreement is effective until terminated. You may terminate the License at any time by destroying all copies of The Files and Documentation. SonicPoint may terminate your License if you violate any part of this agreement or as otherwise provided in this agreement. In the event of termination, you must immediately destroy all copies of The Files and the Documentation to SonicPoint, cease using all files and pay any fees, fines and legal costs associated.

4. Limitation of Warranties & Liability

(a) The Files is provided "As Is". SonicPoint makes no warranty or representation, promise or guarantee, express or implied with respect to The Files or Documentation including non-infringement of third party rights, quality, performance, merchantability or fitness for a particular purpose.

Without limiting the generality of the foregoing, SonicPoint does not and cannot warrant the performance or results that you may obtain by using The Files or Documentation.

(b) You assume the entire risk as to the quality and performance of The Files. In developing The Files, SonicPoint has attempted to ensure that The Files performs its function when it is used in accordance with the instructions provided in the Documentation. Nonetheless, errors can occur. In the event that The Files are not able to perform its function for whatever reason, SonicPoint may

terminate this License without any further obligation to you. SonicPoint does not warrant that The Files are free from bugs, errors or other application limitations.

(c) In no event shall SonicPoint be liable for any indirect, special, incidental, economic, or consequential damages arising out of the use of or inability to use The Files or Documentation, even if advised of the possibility of such damages. In the event any liability is imposed on SonicPoint, the liability of SonicPoint to you or any third party shall not exceed the purchase price you paid for The Files and Documentation.

(d) THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 4 SHALL (I) APPLY IRRESPECTIVE OF THE CAUSE OF ACTION INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, BREACH OF A FUNDAMENTAL CONDITION OR TERM, FUNDAMENTAL BREACH, OR ANY OTHER LEGAL THEORY; AND (II) SURVIVE A FUNDAMENTAL BREACH.

(e) Some states or jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, and in such a case, those particular limitations may not apply to you.

5. Notice of Copyright, and Trademarks

All trademarks and registered trademarks are the property of their respective owners. The Files is owned by SonicPoint, and its structure, organization and code are the valuable trade secrets of SonicPoint. The Files is also protected by American Copyright law and International Treaty Provisions. All rights are reserved by SonicPoint. Copying, duplicating, selling or otherwise distributing any unbundled part of The Files without the prior written consent of SonicPoint is prohibited.

6. Governing Law and General Provisions

This License will be governed by the state laws of the State of Michigan and the federal laws of the United States of America excluding the application of its conflicts of law rules. This License will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. You agree that The Files will not be shipped, transferred or exported into any country or used in any manner prohibited by United States or any other export laws, restrictions or regulations. This License constitutes the entire agreement between you and SonicPoint. There are no warranties, representations or other agreements between you and SonicPoint.com in connection with the subject matter of this License, except as indicated herein. No representation or warranty not set forth herein has been made or relied upon by you as an inducement to the entering into this License. The headings used in these License are for convenience only and shall not affect the interpretation. The rights and remedies conferred upon SonicPoint under this License shall not be deemed exclusive but shall be cumulative and in addition to all other rights and remedies of SonicPoint existing at law or in equity. If any provision in this License is determined to be void, invalid, or unenforceable, in whole or in part, by a Court of competent jurisdiction for any reason, it shall not be deemed to affect or impair the validity or enforceability of any other provision of this License and such unenforceable provision or part thereof as the case may be shall be treated as severable from this License.