

General

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You acknowledge and agree that any contributions originally created by you for us shall be deemed a “work made for hire” when the work performed is within the scope of the definition of a work made for hire in Section 101 of the United States Copyright Law, as amended. As such, the copyrights in those works shall belong to VendingAccelerator.com from their creation. Thus, VendingAccelerator.com shall be deemed the author and exclusive owner thereof and shall have the right to exploit any or all of the results and proceeds in any and all media, now known or hereafter devised, throughout the universe, in perpetuity, in all languages, as VendingAccelerator.com determines. In the event that any of the results and proceeds of your submissions hereunder are not deemed a “work made for hire” under Section 101 of the Copyright Act, as amended, you hereby, without additional compensation, irrevocably assign, convey and transfer to VendingAccelerator.com all proprietary rights, including without limitation, all copyrights and, trademarks throughout the universe, in perpetuity in every medium,

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Online Commerce

Certain sections of the Course may allow you to purchase many different types of products and services online that are provided by third parties. We are not responsible for the quality, accuracy, timeliness, reliability, or any other aspect of these products and services. If you make a purchase from a merchant on the Course or on a site linked to by the Course, the information obtained during your visit to that merchant's online store or site, and the information that you give as part of the transaction, such as your credit card number and contact information, may be collected by both the merchant and us. A merchant may have privacy and data collection practices that are different from ours. We have no responsibility or liability for these independent policies. In addition, when you purchase products or services on or through the Course, you may be subject to additional terms and conditions that specifically apply to your purchase or use of such products or services. For more information regarding a merchant, its online store, its privacy policies, and/or any additional terms and conditions that may apply, visit that merchant's website and click on its information links or contact the merchant directly. You release us and our affiliates from any damages that you incur and agree not to assert any claims against us or them, arising from your purchase or use of any products or services made available by third parties through the Course.

Your participation, correspondence, or business dealings with any third party found on or through our Course, regarding payment and delivery of specific goods and services, and any other terms, conditions, representations, or warranties associated with such dealings, are solely between you and such third party. You agree that VendingAccelerator.com shall not be responsible or liable for any loss, damage, or other matters of any sort incurred as the result of such dealings.

You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Course. You agree to use the Course and to purchase services or products through the Course for legitimate, non-commercial purposes only. You also agree not to make any purchases for speculative, false, or fraudulent purposes or for the purpose of anticipating demand for a particular product or service. You agree to only purchase goods or services for yourself or for another person for whom you are legally permitted to do so. When making a purchase for a third party that requires you to submit the third party's personal information to us or a merchant, you represent that you have obtained the express consent of such third party to provide such third party's personal information.

Your purchase is for personal use only. Sharing of purchases is not permitted and will be considered unauthorized, an infringing use of our copyrighted material, and may subject violators to liability. If payment for a course is declined, our system will automatically disable access to our premium materials. (We understand. This usually happens because a credit card expires.) We want to help restore your access, so we'll make every attempt to contact you to help resolve this issue. Once the billing issue is resolved, we'll restore access.

Interactive Features

This Course may include a variety of features, such as bulletin boards, web logs, chat rooms, and email services, which allow feedback to us and real-time interaction between users, and other features that allow users to communicate with others.

Responsibility for what is posted on bulletin boards, web logs, chat rooms, and other public posting areas on the Course, or sent via any email services on the Course, lies with each user – you alone are responsible for the material you post or send. We do not control the messages, information, or files that you or others may provide through the Course. It is a condition of your use of the Course that you do not:

Restrict or inhibit any other user from using and enjoying the Course.

Use the Course to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.

Interfere with or disrupt any servers or networks used to provide the Course or its features, or disobey any requirements, procedures, policies, or regulations of the networks we use to provide the Course. Use the Course to instigate or encourage others to commit illegal activities or cause injury or property damage to any person. Gain unauthorized access to the Course, or any account, computer system, or network connected to this Course, by means such as hacking, password mining, or other illicit means. Obtain or attempt to obtain any materials or information through any means not intentionally made available through this Course. Use the Course to post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane, or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law.

Use the Course to post or transmit any information, software, or other material that violates or infringes upon the rights of others, including material that is an invasion of privacy or publicity rights or that is protected by copyright, trademark, or other proprietary rights, or derivative works with respect thereto, without first obtaining permission from the owner or rights holder.

Use the Course to post or transmit any information, software, or other material that contains a virus or other harmful component. Use the Course to post, transmit, or in any way exploit any information, software, or other material for commercial purposes, or that contains advertising. Use the Course to advertise or solicit anyone to buy or sell products or services, or to make donations of any kind, without our express written approval. Gather for marketing purposes any email addresses or other personal information that has been posted by other users of the Course.

VendingAccelerator.com may host message boards, chats, and other public forums on its Sites. Any user failing to comply with the terms and conditions of this Agreement may be expelled from and refused continued access to, the message boards, chats, or other public forums in the future. VendingAccelerator.com or its designated agents may remove or alter any user-created content at any time for any reason. Message boards, chats, and other public forums are intended to serve as discussion centers for users and subscribers. Information and content posted within these public forums may be provided by VendingAccelerator.com staff, VendingAccelerator.com's outside contributors, or by users not connected with VendingAccelerator.com, some of whom may employ anonymous user names. VendingAccelerator.com expressly disclaims all responsibility and endorsement and makes no representation as to the validity of any opinion, advice, information, or statement made or displayed in these forums by third parties, nor are we responsible for any errors or omissions in such postings, or for hyperlinks embedded in any messages. Under no circumstances will we, our affiliates, suppliers, or agents be liable for any loss or damage caused by your reliance on information obtained through these forums. The opinions expressed in these forums are solely the opinions of the participants and do not reflect the opinions of VendingAccelerator.com or any of its subsidiaries or affiliates.

VendingAccelerator.com has no obligation whatsoever to monitor any of the content or postings on the message boards, chat rooms, or other public forums on the Sites. However, you acknowledge and agree that we have the absolute right to monitor the same at our sole discretion. In addition, we reserve the right to alter, edit, refuse to post, or remove any postings or content, in whole or in part, for any reason and to disclose such materials and the circumstances surrounding their transmission to any third party in order to satisfy any applicable law, regulation, legal process or governmental request and to protect ourselves, our clients, sponsors, users, and visitors.

We occasionally include access to an online community as part of our programs. We want every single member to add value to the group. Our goal is to make your community the most valuable community you're a member of. Therefore, we reserve the right to remove anyone at any time. We rarely do this, but we want to let you know how seriously we take our communities.

Registration

To access certain features of the Course, we may ask you to provide certain demographic information including your gender, year of birth, zip code, and country. In addition, if you elect to sign-up for a particular feature of the Course, such as chat rooms, weblogs, or bulletin boards, you may also be asked to register with us on the form provided and such registration may require you to provide personally identifiable information such as your name and email address. You agree to provide true, accurate, current, and complete information about yourself as prompted by the Site's registration form. If we have reasonable grounds to suspect that such information is untrue, inaccurate, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Course (or any portion thereof). Our use of any personally identifiable information you provide to us as part of the registration process is governed by the terms of our Privacy Policy.

Passwords

To use certain features of the Course, you will need a username and password, which you will receive through the Site's registration process. You are responsible for maintaining the confidentiality of the password and account and are responsible for all activities (whether by you or by others) that occur under your password or account. You agree to notify us immediately of any unauthorized use of your password or account or any other breach of security, and to ensure that you exit from your account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to protect your password or account information.

Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE, OUR SUBSIDIARY AND PARENT COMPANIES OR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE COURSE, INCLUDING OUR MESSAGING, BLOGS, COMMENTS OF OTHERS, BOOKS, EMAILS, PRODUCTS, OR SERVICES, OR THIRD-PARTY MATERIALS, PRODUCTS, OR SERVICES MADE AVAILABLE THROUGH THE COURSE OR BY US IN ANY WAY, EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, OUR LIABILITY AND THE LIABILITY OF OUR SUBSIDIARY AND PARENT COMPANIES OR AFFILIATES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.) YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT WE ARE NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY USER. IF YOU ARE DISSATISFIED WITH THE COURSE, ANY MATERIALS, PRODUCTS, OR SERVICES IN THE COURSE, OR WITH ANY OF THE COURSE'S TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE COURSE AND THE PRODUCTS, SERVICES, AND/OR MATERIALS VendingAccelerator.com IS NOT AN INVESTMENT ADVISORY SERVICE, IS NOT AN INVESTMENT ADVISOR, AND DOES NOT PROVIDE PERSONALIZED FINANCIAL ADVICE OR ACT AS A FINANCIAL ADVISOR.

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We may cancel or terminate your right to use the Course or any part of the Course at any time without notice. In the event of cancellation or termination, you are no longer authorized to access the part of the Course affected by such cancellation or termination. The restrictions imposed on you with respect to material downloaded from the Course, and the disclaimers and limitations of liabilities set forth in these Terms of Service, shall survive.

Refund Policy

All sales are final.

Other

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This Agreement shall be binding upon and inure to the benefit of VendingAccelerator.com and our respective assigns, successors, heirs, and legal representatives. Neither this Agreement nor any rights hereunder may be assigned without the prior written consent of VendingAccelerator.com. Notwithstanding the foregoing, all rights and obligations under this Agreement may be freely assigned by VendingAccelerator.com to any affiliated entity or any of its wholly-owned subsidiaries. These Terms of Use shall be governed by and construed in accordance with the laws of the State of TENNESSEE, USA and any dispute shall be subject to binding arbitration in TENNESSEE, USA. If any provision of this agreement shall be unlawful, void, or for any reason is unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

Disclaimer

Although it is highly unlikely, This policy may be changed at any time at our discretion. If we should update this policy, we will post the updates to this page on our Website. If you have any questions or concerns regarding our privacy policy please direct them to:info@vendingaccelerator.com.

Vending Accelerator Location Placement Packages

\$10,000 (paid in full) - 8 Location Placements

\$7,500 (paid in full) - 5 Location Placements

\$5,000 (paid in full) - 3 Location Placements

Additional Locations - \$1,250 per Machine Placement

VENDING ACCELERATOR DUTIES, if purchased by you ('Buyer' or 'Buyers') Vending Accelerator agrees that it shall: Secure approved locations for initial placement of the 'Buyers' Equipment within the Marketplace(as mutually defined by 'Buyer' and Vending Accelerator). Vending Accelerator will have taken substantial steps within one hundred twenty (120) days after the date of the 'Buyer' completing the Vending Accelerator Course and completion of one (1) coaching call with Vending Accelerator (the "Course Completion Date") or at an earlier date mutually agreed to by the Parties.

In the event that Vending Accelerator is unable to place the Equipment on or before the Placement Date, the placement Date shall be extended an additional ninety (90) days (the"Extended Placement Date") and be continually extended so long as the Company has taken steps substantially toward that goal (e.g., be currently engaged in active negotiations) with any location that meets the requirements in as provided in these Terms and Conditions. However, at the conclusion of 6 months from the 'Course Completion Date' if all 'Location Placements' are not 100% completed via contract, or unless written, or emailed, approval is received from the 'Buyer', the 'Buyer' may choose to the right to receive a refund depending on the number of 'Location Placements' still needed to fulfill. Equipment installation is not a factor with any refunds as all Equipment is purchased through a 3rd party and is out of the control of Vending Accelerator.

Vending Accelerator shall obtain locations for the Equipment on behalf of the 'Buyer', or Vending Accelerator may approve locations suggested by the'Buyer', in the Marketplace, which will satisfy the site criteria established by Vending Accelerator as set forth in these Terms and Conditions. The 'Buyer'acknowledges and agrees that Vending Accelerator may periodically change the site criteria at its discretion based on changes in demographics, zoning requirements, traffic patterns, and visibility of, and access to the Equipment. Vending Accelerator will notify the 'Buyer' by phone and email when the Company has identified a location that meets Vending Accelerator's site criteria and the'Buyer'shall use its best efforts to visit the location within two (2) business days of such notice. The site criteria are as follows:

- Schools(Elementary, Middle, High)consisting of a minimum of 300 students(5th graders and above)
- Colleges, Universities consisting of a minimum of 300 students
- Trade Schools consisting of a minimum of 300 students(Beauty, Nursing, Driving, etc.)
- Corporate Business(300 white-collar employees minimum)
- Shopping Malls/Plazas/Retail
- Hospitals and other Medical Facilities
- Health Clubs, Gymnastics Centers, Dance Studios, Ballet Studios, etc.(consisting of a minimum of 300 students/visitors/members per day)
- YMCAs / Boys and Girls Clubs
- Government Departments/Institutions(consisting of a minimum of 300 employees

minimum)

- Municipalities/Park Districts/Community Centers/Libraries(consisting of a minimum of 300 students/visitors/members per day)
- Local Area Attractions, Museums, Aquariums, Zoos, Theaters and like locations
- Sports Complexes(Trampoline Parks, Tennis, Ice Hockey, or Soccer, etc.)
- Any other location mutually agreed upon by the Company and the'Buyer'

The'Buyer'agrees and acknowledges that in the event that the'Buyer'refuses a location that (i) meets all above-referenced criteria (and/or any other criteria promulgated by Vending Accelerator) which it uses to evaluate locations and (ii) there is estimated foot traffic of four hundred (400) or more people per piece of Equipment, then Vending Accelerator shall automatically have an additional ninety (90) days to place such Equipment.

EQUIPMENT RELOCATION

In the event that a'Buyer'requests a 'Free Relocation' after placement, the following terms shall apply to qualify for a 'Free Relocation.'

1. A sampling event was conducted by the 'Buyer', or a'Buyers'representative, at the facility where the Equipment was placed and within the initial thirty (30) days of the installation date.
2. A minimum of two (2) sales and planogram evaluations were conducted with Vending Accelerator within sixty (60) days of the installation date.
3. The Equipment has been installed and in operation for at least ninety (90) days from the installation date.
4. The average monthly gross revenue is less than twice the national vending average according to the date that these Terms and Conditions were agreed upon, or at least seven hundred (750) dollars.
5. The'Buyer'must incur all moving and/or freight costs of the relocation of such Equipment via a local distributor or the Equipment manufacturer.
6. Any additional such relocations, or relocations that do not meet these criteria, shall result in a cost of up to one thousand five hundred dollars (\$1,500) per Equipment location, plus freight and moving costs to move the Equipment.



NAME

Axis Healthy Vending Systems LLC
COMPANY NAME

06 / 20 / 2023

DATE



NAME

Vending Accelerator
COMPANY NAME

06 / 14 / 2023

DATE

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06 / 20 / 2023

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