

EFFECTIVE July 1, 2014

This Terms of Use and Privacy Policy ("Policy") is an agreement between you and Nutri-Link Technologies, Inc., with a principal place of business in Georgia ("Nutri-Link"), that governs your use of the www.nutri-cafe.com web site (the "Site").

The Site is offered to you conditioned on your acceptance, without modification, of the terms, conditions, and notices contained in this Policy. Your use of the Site constitutes your agreement to all such terms, conditions, and notices. If you do not accept this Policy, you may not use the Site.

Please note that special terms or authorizations apply to some services or products offered on or through the Site, including, without limitation, the electronic Free and Reduced Price School Meals Application program offered by Nutri-Link on the Site (the "Service"). These terms may be posted on the Site in connection with the applicable products and services, and you are required to agree to such terms prior to Nutri-Link's provision of any services to you. Any such terms are in addition to this Policy, and in the event of a conflict, prevail over this Policy.

As used in this Policy, "we," "our" or "us" refers to Nutri-Link. "You," "yours" or other similar designation refers to the person accessing or using the Site.

Nutri-Link reserves the right to change this Policy at any time, so we encourage you to review this web page periodically. The changes will be effective immediately when posted. Your use or continued use of the Site following the posting of any changes to this Policy shall constitute your acceptance of the changed Policy.

I. TERMS OF USE

SITE CONTENT

All of the content on the Site is subject to copyright, trademark, service mark, trade dress and other intellectual property rights or licenses held by Nutri-Link and/or its licensors. Nutri-Link grants you a limited license to access and use the Site for the limited purpose of gathering information about and participating in the programs and services offered by Nutri-Link through the Site, including, without limitation, the Service. You may not use the trademarks, service marks, trade dress and copyrighted material displayed on the Site. Other than as set forth above, Nutri-Link and its licensors retain all right, title and interest in and to the Site, including all copyrights, patents, trade secrets and trademarks, and reserves all rights not expressly granted herein.

You may not download (other than page caching) the Site, or any portion of it, except with the express written consent of Nutri-Link. You also may not copy, reproduce, modify, publish, distribute, transmit, transfer or create derivative works from any portion of the Site or any materials contained on the Site (including, without limitation, computer programs or other code). You must abide by all trademark and copyright notices, information, or restrictions contained in or attached to any content or portion of the Site.

Your license to access and use the Site and the Service does not include any resale or commercial use of the Site, the Service or its contents; any collection and use of any service or program listings, descriptions, or prices; any downloading or copying of account information for the benefit of another person or company; or any use of data mining, robots, or similar data gathering and extraction tools. The Site or any portion of the Site may not be visited or otherwise exploited for any commercial purpose other than your personal purposes without our express written consent. You may not frame or utilize framing techniques to enclose any trademark, logo, copyright or other proprietary information (including images, text, page layout, or form) of the Site without our express written consent. You may not use any meta tags or any other "hidden text" utilizing the name, domain name or trademarks of Nutri-Link without the express written consent of Nutri-Link. Any unauthorized use terminates the permission or license granted by Nutri-Link.

We may change, suspend or discontinue any aspect of the Site at any time, including the availability of any Site feature, database or content. We may also impose limits on certain features and services or restrict your access to parts or all of the Site without notice or liability.

LINKS TO THIRD PARTY SITES

The Site may contain links to other Web Sites ("Linked Sites"). The Linked Sites are not under the control of Nutri-Link, and Nutri-Link is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. We do not guarantee or attest to the accuracy and completeness of the information obtained through these Linked Sites. Accordingly, Nutri-Link will not be held liable for decisions made based upon information on these Linked Sites. We are not responsible for web casting or any other form of transmission received from any Linked Site. We are providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Nutri-Link of the site or any association with its operators, as we have no control over the quality, accuracy or comprehensiveness of the information obtained.

USE OF SITE

As a condition of your use of the Site, you warrant to Nutri-Link that you will not use the Site for any purpose that is unlawful or prohibited by this Policy. You may not use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site. You further represent, warrant and covenant that you will not upload, post or transmit to or distribute or otherwise publish through the Site any materials that (i) restrict or inhibit any other user from using and enjoying the Site, (ii) are unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent, (iii) constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate law, (iv) violate, plagiarize or infringe the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right, (v) contain a virus or other harmful component, (vi) contain any information, software or other material of a commercial nature, (vii) contain advertising of any kind, or (viii) constitute or contain false or misleading indications of origin or statements of fact.

SUBMISSIONS

By posting, uploading, inputting, providing or submitting any materials or engaging in any other form of communication (individually or collectively "Submissions") to or through the Site or its associated services, you grant Nutri-Link and its affiliated companies and necessary sub licensees a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty free license to use, copy, license, sublicense, adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit and otherwise exploit such Submissions, in all media now known or hereafter developed, unless otherwise prohibited by the terms of this Policy or any applicable federal, state or local law or regulation ((including, without limitation, any regulation applicable to the Services). You hereby waive all rights to any claim against Nutri-Link for any alleged or actual infringements of any proprietary rights, rights of privacy and publicity, moral rights, and rights of attribution in connection with Nutri-Link's authorized use of such Submissions.

Nutri-Link shall comply with all applicable federal, state or local law and regulations with respect to any Submissions you make through the Service and shall maintain the confidentiality of such Submissions in accordance with such laws and regulations. Nutri-Link shall not use, transmit or distribute any such Submissions except as necessary for Nutri-Link to perform the Services or as otherwise required or permitted by applicable, state or local law and regulations.

By posting, uploading, inputting, providing or submitting your Submission, you warrant and represent that you own or otherwise control all of the rights to your Submission as described herein, including, without limitation, all the rights necessary for you to provide, post, upload, input or submit such Submission. You acknowledge that, by submitting Submissions through the Site, no confidential, fiduciary, contractually

implied or other relationship is created between you and Nutri-Link other than pursuant to this Policy or as established by applicable federal, state or local law or regulations.

TRUTHFUL DISCLOSURE

Some services provided through the Site, including, without limitation, the Services, permit or require you to create an account or register with the Site or to submit certain personal information to participate in the Site or the Services or to secure additional benefits. You agree to provide, maintain and update true, accurate, current and complete information about yourself as prompted by the Site. By providing us with such information, you authorize Nutri-Link, either itself or through third parties, to make any inquiries we consider necessary to confirm such information. You shall not impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including using another person's username, password or other account information, or another person's name, likeness, voice, image or photograph. You are responsible for maintaining the confidentiality of your personal information and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your account or password and that Nutri-Link will not be liable for any actions by any other individual that uses your account and/or password, if any, or identity or personal information with or without your consent or knowledge. You also agree to promptly notify us of any unauthorized use of your username, password, other account information, if any, identity, or personal information, or any other breach of security that you become aware of involving or relating to the Site. In addition, you agree to exit from your account, if any, or the Services at the end of each session.

LIABILITY DISCLAIMER AND LIMITATION

THE SITE AND THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES (INCLUDING, WITHOUT LIMITATION, THE SERVICE), CONTENTS, GRAPHICS DOCUMENTS AND OTHER ELEMENTS INCLUDED IN OR AVAILABLE THROUGH THE SITE (COLLECTIVELY, THE "CONTENTS") MAY INCLUDE INACCURACIES OR ERRORS. WE MAKE NO GUARANTEES WHATSOEVER AS TO THE CORRECTNESS OR ACCURACY OF THE SITE OR ITS CONTENTS. CHANGES ARE PERIODICALLY ADDED TO THE CONTENTS OF THIS SITE. WE MAY, IN OUR SOLE DISCRETION, MAKE IMPROVEMENTS, DELETIONS, AND/OR OTHER CHANGES IN THE SITE AND THE CONTENTS HEREOF, INCLUDING WITHOUT LIMITATION THE AVAILABILITY OF ANY SITE FEATURE, SOFTWARE, DATABASE OR CONTENT, AT ANY TIME WITHOUT NOTICE; PROVIDED, HOWEVER, THAT WE SHALL BE UNDER NO OBLIGATION TO DO SO. WE MAY ALSO IMPOSE LIMITS ON CERTAIN FEATURES AND SERVICES OR RESTRICT YOUR ACCESS TO THE SITE OR TO PORTIONS OF IT WITHOUT NOTICE OR LIABILITY.

IN THE EVENT THAT AN INACCURACY ARISES, PLEASE INFORM NUTRI-LINK AT: INFO@N-LTECH.COM

WE MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE SITE OR THE CONTENTS FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE AND ITS CONTENTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND, AND NUTRI-LINK AND ITS SUPPLIERS HEREBY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, WITH REGARD TO THE SITE, THE CONTENTS AND ANY LINKED SITE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE, ITS CONTENTS AND ANY LINKED SITE. WE DO NOT WARRANT THAT ANY MATERIAL OR FUNCTIONS IN THE SITE WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WITHOUT LIMITING THE GENERATLITY OF THE FOREGOIN, NUTR-LINK DOES NOT WARRANT OR GUARANTEE THAT THE DATA OR INFORMATION YOU SUBMIT THROUGH THE SITE OR THE SERVICES WILL BE POPULATED WITHOUT ERROR INTO THE RELATED APPLICATION FORM(S) OR THAT TRANSMISSION OF

SUCH DATA, INFORMATION OR FORMS TO THE APPROPRIATE RECIPIENT(S) WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETE; PROVIDED, HOWEVER, THAT NUTRI-LINK SHALL USE COMMERCIALY REASONABLE EFFORTS IN ACCORDANCE WITH INDUSTRY STANDARDS TO MINIMIZE ERRORS IN THE SERVICES OR THE TRANSMISSION OF INFORMATION OR DATA TO THE APPROPRIATE RECIPIENT(S) AND, UPON BECOMING AWARE OF ANY SUCH ERRORS OR INTERRUPTIONS, WILL MAKE REASONABLE EFFORTS TO CORRECT THE SAME, TO THE EXTENT SUCH CORRECTION IS WITHIN NUTRI-LINK'S CONTROL. FURTHER, NUTRI-LINK DOES NOT WARRANT OR GUARANTEE ANY SPECIFIC RESULTS FROM YOUR USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, APPROVAL OF YOUR APPLICATION. WE SHALL NOT BE LIABLE FOR THE USE OR PERFORMANCE OF THE SITE OR THE SERVICES, INCLUDING, WITHOUT LIMITATION, THE CONTENTS OR ANY ERRORS CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NUTRI-LINK AND/OR ITS SUPPLIERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH IN ANY WAY THE SITE, ITS CONTENTS OR ANY LINKED SITE. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING (WITHOUT LIMITATION) COMPENSATORY, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF USE, DATA OR PROFITS, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OR THIRD PARTIES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, THE SERVICES OR ANY OF THE TERMS OR CONDITIONS CONTAINED IN THIS POLICY, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND THE SERVICES.

TERMINATION/ACCESS RESTRICTION

We reserve the right, in our sole discretion, to suspend the Site or your use of the Site or terminate this Policy or your access to the Site and the related services or any portion thereof at any time, without notice, for any reason, including, in the case of the Policy, for your violation of any of its provisions. The Liability Disclaimer and Limitation, Submissions, Indemnification and General sections of this Policy shall survive any such termination.

INDEMNIFICATION

You hereby agree to indemnify, defend and hold Nutri-Link and all its directors, officers, agents, employees, information providers, partners, affiliates, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liability and costs incurred by the Indemnified Parties (including, without limitation, reasonable attorneys' fees and costs) in connection with any claim arising out of or related to (i) your Submissions as provided to Nutri-Link or (ii) any breach by you of the Policy or the representations, warranties and covenants contained herein. You shall cooperate as fully as reasonably required in the defense of any claim. Nutri-Link reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any matter without the written consent of Nutri-Link.

GENERAL

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF GEORGIA APPLICABLE TO CONTRACTS MADE AND PERFORMED THERE WITHOUT REGARD TO ITS CONFLICTS OF LAW PRINCIPLES. YOU HEREBY CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE AND FEDERAL COURTS HAVING JURISDICTION OVERIN GWINNETT COUNTY, GEORGIA, IN ALL DISPUTES ARISING OUT OF OR RELATING TO THE USE OF SITE OR THIS POLICY AND WAIVE ANY JURISDICTIONAL, VENUE, OR INCONVENIENT FORUM OBJECTIONS TO SUCH COURTS. If any part of this agreement, including,

but not limited to, the warranty disclaimers and liability limitations set forth above, is determined to be invalid or unenforceable by a court of competent jurisdiction, then the invalid or unenforceable provision will be deemed eliminated to the minimum extent necessary and the remainder of the agreement shall continue in effect. Unless otherwise expressly stated herein, this Policy (i) constitutes the entire agreement between the parties with respect to your use of the Site and the Services and (ii) supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the parties. Any cause of action you may have with respect to your use of the Site must be commenced within one (1) year after the claim or cause of action arises. In any action to enforce this Policy, the prevailing party will be entitled to costs and attorneys' fees.

II. PRIVACY POLICY

Protecting your privacy is important to Nutri-Link. We hope the following statement about the information we collect from the Site will help you understand how Nutri-Link collects, uses and safeguards the personal information you provide to us on the Site and through the Services.

WHY WE NEED YOUR PERSONAL INFORMATION

Nutri-Link collects personal information from you from information you voluntarily provide when you register, make a purchase from or participate in the Site or the Services. We receive general contact information including, but not limited to, your name, address, telephone number, and your e-mail address. We also collect anonymous demographic information not unique to you such as, but not limited to, your ZIP code, age and gender. To the extent you use the Services, we also collect certain personal information you provide in order to use the Services, including, without limitation, social security numbers and sensitive financial data. We might monitor your use of the Site through your IP address, computer settings or most recently visited URL. We also may receive information about you from other sources, such as updated address information. We may contact you about your account status or changes to any policies relevant to you.

In general, Nutri-Link only uses the information you provide to us for the purpose for which the information was provided. For example, Nutri-Link uses the personal information gathered from the Site to complete your requests for service. Nutri-Link also uses this personal information to help Nutri-Link create a more user-friendly website. We use your IP address to help diagnose problems with our server and to administer our web site. We might also use your personal information for product development, site tracking and analysis and customer support.

If you are located outside of the United States, please note that the personal data you provide to us will be transferred to the United States. Whenever you submit any personal data to us, you consent to this transfer.

DISCLOSURE OF PERSONAL INFORMATION

We may also collect user information on an aggregate basis and disclose the aggregate data to our clients, prospective clients and partners or other outside parties. Aggregate customer statistics are not personally traceable to you and do not include any personally-identifiable information.

Unless such posting or disclosure is prohibited by applicable law, rule or regulation (including, without limitation, any regulation applicable to the Services, Nutri-Link may post collected data on the Site or share, rent, sell or otherwise disclose data to third parties, including, without limitation, third parties operating or associated with education, health or nutrition programs, but only in accordance with any required procedures of any applicable law, rule or regulation. Any third party to which Nutri-Link shares, rents, sells or otherwise discloses personal data will be carefully pre-screened by Nutri-Link, determined by Nutri-Link to be reputable, and will use the personal data to market products and services that Nutri-Link believes, in its sole discretion, may be of interest to you or to evaluate, fund, determine benefits for or in connection with the audit of such third-party's programs. Nutri-Link will disclose to third parties only information knowingly and voluntarily disclosed by you.

Through the use of third party cookies, advertisers will be electronically notified when visitors view or click on its advertisements.

Other than as explained above, Nutri-Link will not disclose your personally identifiable information to outside parties except: (i) to the extent necessary to provide you with a service you requested from Nutri-Link; (ii) when we believe in good faith that any applicable law, regulation, or legal process requires disclosure; (iii) when we reasonably believe disclosure is necessary to protect or enforce our rights or the rights of another customer, provided that, when reasonably practicable, we give you reasonable prior notice of such disclosure; (iv) under urgent circumstances to protect the personal safety of users or members of the public; or (v) as otherwise authorized by you in writing. We may also provide information to governmental agencies or other companies assisting us in fraud prevention or investigation, when: (1) permitted or required by law; (2) attempting to protect you, another customer or Nutri-Link against actual or threatened fraud or violation of rules relating to the Services or the program with which the Services are associated; or (3) investigating fraud or program rule violations that have already taken place.

CONTROL OF PERSONAL INFORMATION

To the extent that Nutri-Link uses personal identifiers (such as usernames and passwords) to verify your identity, maintain recordkeeping in our system, and for other purposes, it is your responsibility to safeguard this unique information so as not to allow unauthorized users to view personal information.

Nutri-Link allows you to change or modify the information you have previously provided to us. Upon request via e-mail or postal mail, Nutri-Link will provide you with a summary of any of your personal information retained by Nutri-Link. You may modify, correct, change, or update your personal record on Nutri-Link's database. Nutri-Link will only send personal records to the e-mail address on file for the visitor name associated with it. Upon request, Nutri-Link will also remove your personal information from its database, thereby canceling your registration, if any, and your license and permission to use the Site. Unfortunately, to the extent such information is also stored in other databases, we cannot always ensure that such corrections or deletions will reach the other databases. We will use all reasonable efforts to ensure that your information is removed from or corrected in our records.

The Site also provides you the opportunity to opt-out of receiving all marketing communications via your e-mail account from our partners or Nutri-Link. To opt-out of these e-mails, change or modify your personal information or cancel your registration, please visit the Your Account section of the Site or send an e-mail to info@n-ltech.com

INFORMATION ABOUT CHILDREN

We do not knowingly post or collect identifiable information from children under the age of sixteen (16) without a parent or guardian's consent. Further, a law called the Children's Online Privacy Protection Act (COPPA) requires us to have such permission before we may collect or use personal information of children under the age of 13. Parents of children under the age of 13 are welcome to contact us at info@n-ltech.com to review any identifiable information we have collected about your child. If you desire, you may request that we delete this information and/or specify that we collect no more of your child's information. Please note that we will need to verify the identity of anyone requesting information about a child to ensure that the person is in fact the child's parent or legal guardian and that a request for us to delete all personal information about a child may affect our continued ability to offer our products and services, including the Services, to or on behalf of such child.

USE OF COOKIES AND OTHER TECHNOLOGY

Cookies are files that your Web browser puts on your computer when you visit a Web site that help you navigate a web site as easily as possible. We may use cookies and other technology to recognize when you visit the Site so that you do not need to re-enter all of your registration data, if any, at each connection. We also use cookies that contain no personal information improve our services by telling us how often you visit our site and what pages you visit on our site. The use of this technology is now

common throughout the industry and you will encounter it on most web sites. You may adjust your browser setting to reject all cookies; however, please note that if you do so, Nutri-Link may prohibit you from participating in certain services or portions of the Site.

We may also use technology to help us better manage content on the Site and to let us know which emails have been opened by recipients. This allows us to gauge the effectiveness of certain communications and the effectiveness of our marketing campaigns. If you would like to opt-out of these emails, please see the "Control of Personal Information" section of this Policy.

Some of our business partners (e.g., advertisers) may use cookies or similar technology on the Site. We have no access to or control over these cookies. This privacy statement covers the use of this technology by the Site only and does not cover the use of this technology by any third parties.

LINKS TO OTHER SITES

Sometimes, we link to other sites. Nutri-Link does not make or control these sites, and we are not responsible for contents or privacy practices of those sites. Please check the privacy policies on the linked site before disclosing information to anyone.

GENERAL COMMENTS ON PRIVACY AND SECURITY

While Nutri-Link has endeavored to create a secure and reliable site for its customers and complies with industry standards with respect to the data collected through the Services (including, without limitation, encryption of such data), Nutri-Link cannot ensure or warrant the security or confidentiality of any information users transmit to and from the Site. When disclosing any personal information, you should remain mindful that the information transmitted over the Internet is potentially accessible to the public, and consequently, could be collected and used by others without your consent.

You are solely responsible for maintaining the secrecy of any password used to log in, if any, and you should always be mindful and responsible whenever disclosing information online. Nutri-Link will use all commercially reasonable efforts to safeguard the privacy of your personal information, whether in electronic or tangible form. However, transmissions made by means of the Internet cannot be made completely secure.

CALIFORNIA PRIVACY RIGHTS

Once a calendar year, California residents who provide personal information in obtaining products or services for household use are entitled to request and obtain from Nutri-Link information about the customer information that we shared, if any, with other businesses for their direct marketing uses, such as the types of information shared and the names and addresses of those businesses for the prior calendar year. To request such information, please contact us at info@n-ltech.com.

CONTACTING NUTRI-LINK

If you have any questions, comments or concerns about Nutri-Link's Terms of Use or Privacy Policy, you can contact us as follows:

Nutri-Link Technologies, Inc.
info@n-ltech.com