

Terms and Conditions

TERMS AND CONDITIONS OF WEBSITE USE AGREEMENT

WELCOME! PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE VIEWING OR USING ANY PORTION OF THIS WEBSITE OR BEFORE ORDERING ANY PRODUCTS THROUGH THIS WEBSITE.

BY USING THIS WEBSITE, OR BY ORDERING PRODUCTS THROUGH THIS WEBSITE, YOU INDICATE YOUR ACCEPTANCE OF, AND AGREEMENT TO BE BOUND BY, THE TERMS AND CONDITIONS SET FORTH BELOW (THE "AGREEMENT"). IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS SET FORTH BELOW, PLEASE EXIT THIS WEBSITE IMMEDIATELY.

TERMS AND CONDITIONS

1. Acceptance.

1.1. This Agreement constitutes your agreement with Blue Dragonfly, Inc. and its subsidiaries. ("Blue Dragonfly") with respect to your use of Blue Dragonfly's website (the "Website"). You must agree to abide by all of the terms and conditions contained in this Agreement in order to continue viewing or using the Website.

1.2. Blue Dragonfly reserves the right to change, modify, add or remove any portion of this Agreement, in whole or in part, at any time in its sole and absolute discretion. Changes in this Agreement will be posted at www.codeblueusa.com. It is important for you to refer to this Agreement from time to time to make sure that you are aware of any additions, revisions, or modifications that we may have made to this Agreement. Your continued use of the Website after any changes are made, shall be deemed your acceptance of the changes.

2. Copyright. The Website is protected by copyright pursuant to U.S. copyright laws, international conventions and other copyright laws. The contents of the Website are only for your personal, noncommercial use. All materials contained on the Website are owned or controlled by Blue Dragonfly or the party credited as the provider of the content. You agree to abide by any and all additional copyright notices, information, or restrictions contained in any part of the Website. Copying or storing of any content from the Website (except incidental storage by a Web browser) is expressly prohibited without prior written permission from Blue Dragonfly or the copyright holder as identified on the Website.

3. Trademarks. Blue Dragonfly owns many trademarks (the "Trademarks"). You agree not to delete any trademark or similar notice from any content that you obtain from the Website.

4. Changes to the Website. Blue Dragonfly may change, suspend or discontinue any aspect of the Website at any time. Blue Dragonfly may also impose limits on certain features and services or restrict access to parts or the entire Website without notice or liability.

5. Representations and Warranties. You represent, warrant and covenant that:

5.1. You are at least eighteen years old; and

5.2. You will not upload, post, transmit, distribute or otherwise publish through the Website any materials which:

5.2.1. Restrict or inhibit any other user from using and enjoying the Website;

5.2.2. Are unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane, or indecent;

5.2.3. Constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate the law;

5.2.4. Violate, plagiarize or infringe the rights of any third party including, without limitation, copyright, trademark, patent, rights of privacy or publicity, or any other right of any third party;

5.2.5. Contain a virus or other harmful or potentially harmful component;

5.2.6. Contain any information advertising of any kind; and/or

5.2.7. Constitute or contain false or misleading indications of origin or statements of fact.

5. No Medical Advice or Endorsement. The Website provides general information only, and is not a substitute for a physician's advice. You are instructed to consult with a physician before using this or any analgesic product, as well as before engaging in any exercise program. Blue Dragonfly neither represents nor endorses the accuracy or reliability of any message, suggestion, opinion, statement, memorandum, or other information displayed or distributed through the Website. You acknowledge that any reliance upon any such message, suggestion, opinion, statement, memorandum, or information shall be at your sole risk. Blue Dragonfly reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the Website. Blue Dragonfly shall not have any duty to correct any errors or omissions in any portion of the Website.

6. Purchases; Refunds. We can process returns and refunds only for products purchased through the Website. In the event that you are not fully satisfied with the Code Blue product within sixty (60) days of your purchase, you may receive a refund of your purchase price by sending the unused portion of the purchased product back to us. Returns should be mailed to Code Blue USA C/O 1555 NorthPark Drive #102, Westo Florida 33326. Please include your name, date of purchase, and the reason why you are returning the product to us. It generally takes 2 weeks to process a refund. We'll notify you of your refund by email once we've received and processed the returned item. In most cases, we'll issue a refund in the same form of payment originally used for the purchase. If you paid by check, it will take longer for you to receive your refund.

7. Links From Other Sites. Any other party that links to the Website:

7.1. Shall not create a browser or border environment around any of the content of the Website;

7.2. May link to the Website's homepage (i.e., www.codeblueusa.com), but shall not "deep link" past the homepage or replicate the Website's content;

7.3. Shall not imply that the Website or Blue Dragonfly is endorsing or sponsoring it or its products;

7.4. Shall not present false information about Blue Dragonfly or its products or services;

7.5. Shall not use Trademarks without the prior written permission from Blue Dragonfly; and,

7.6. Shall not contain content that could be construed as distasteful, offensive or controversial.

8. Website Content and Information.

8.1. The Website contains information, offers, text, and other materials (collectively, the "Information") that are provided for your convenience and enjoyment. Much of the Information is provided by third parties. You should be aware that the Information might contain errors, omissions, inaccuracies, or outdated information. Blue Dragonfly makes no representations or warranties as to the completeness, accuracy, adequacy, currency or reliability of any Information and shall not be liable for any lack of the foregoing. Descriptions of, or references to, products or publications within the Website does not imply endorsement of that product or publication.

8.2. Third party affiliates and advertisers (collectively, "Affiliates") offer goods, services and other materials to you on the Website. Your correspondence and business dealings with these Affiliates including, but not limited to, the payment and delivery of goods and services, and any terms, conditions, warranties and representations associated with such dealings, are solely between you and the Affiliates. You agree that we will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or the offering of such goods, services, and other Information on the Website.

9. WARRANTY; LIMITATIONS.

9.1. THE WEBSITE, INCLUDING ALL CONTENT, OFFERS, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH OR SENT FROM THE WEBSITE, IS PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, BLUE DRAGONFLY MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER ABOUT:

9.1.1. THE CONTENT, OFFERS, FUNCTIONS, MATERIALS, PRODUCTS AND INFORMATION ACCESSIBLE THROUGH OR PURCHASED AT THE WEBSITE;

9.1.2. ANY PRODUCTS OR SERVICES OFFERED BY THIRD PARTIES, OR HYPERTEXT LINKS TO THIRD PARTIES; AND/OR,

9.1.3. ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION THROUGH THE WEBSITE OR ANY LINKED SITE.

9.2. FURTHER, BLUE DRAGONFLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BLUE DRAGONFLY DOES NOT WARRANT THAT THE WEBSITE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. BLUE DRAGONFLY SHALL NOT BE LIABLE FOR THE USE OF THE WEBSITE INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO THIS AGREEMENT.

9.3. BLUE DRAGONFLY DOES NOT WARRANT OR GUARANTEE THAT YOU WILL EXPERIENCE ANY PARTICULAR RESULTS BY USING THE CODE BLUE PRODUCT. RESULTS WILL VARY FROM PERSON TO PERSON.

10. Limitation of Liability. Under no circumstances shall Blue Dragonfly be liable for any special, incidental, indirect or consequential damages that are directly or indirectly related to the use of, or the inability to use, the Website even if Blue Dragonfly has been advised of the possibility of such damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. In no event shall Blue Dragonfly's total liability to you for all damages, losses, or causes of action exceed the amount of a complete refund for items purchased by you at the Website in the one (1) month period preceding the alleged loss or claim, or \$100.00, whichever is less.

11. Indemnity. You agree to indemnify Blue Dragonfly, its officers, employees, owners, representatives, agents, subsidiaries, affiliates, officers, partners, suppliers, and licensors (hereinafter individually and collectively referred to as "Indemnitees") and Blue Dragonfly agrees to control any litigation, negotiations, discussions, settlements, or associated dealings, for any claims, demands, penalties, fines, liabilities, attorneys' fees, court costs, legal expenses and causes of action of any nature, whether civil or criminal, for losses and/or damages of any kind which may be brought against Blue Dragonfly and/or Indemnitees, in any way, directly or indirectly, incident to, arising out of, in connection with or resulting from your use of the Website.

12. Florida Law and Jurisdiction. Notwithstanding any provision to the contrary, this Agreement and the interpretation of its terms shall be governed and construed in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules. The parties consent to the sole and exclusive jurisdiction and venue of the Florida state courts in Miami-Dade County, Florida, for all state court matters, and the Southern District of Florida for all federal court matters.

13. Notices; Electronic Notification.

13.1. When you sign up for any service or purchase any product offered by or through the Website, you consent to receive any privacy or other notices, agreements, disclosures, reports, documents, communications, or other records (collectively, "Notices"), whether or not the Notices are related to the service you signed up for or product you purchased, from Blue Dragonfly electronically. You consent to receive Notices electronically in either or both of the following ways:

13.1.1. We may post the Notice on our website (www.codeblueusa.com); or,

13.1.2. We may transmit the Notice to you by email.

13.2. If you do not wish to receive Notices from Blue Dragonfly electronically, you should not become a customer of, or purchase anything through, the Website.

13.3. All Notices provided to you electronically will be deemed to be "in writing." You acknowledge and agree that your consent to receive Notices electronically is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

14. Miscellaneous. This Agreement contains the sole and entire agreement between the parties with respect to the subject matter of this Agreement and supersedes any and all other prior written or oral agreements between them.

Captions contained in this Agreement are inserted only as a matter of convenience or for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision of this Agreement. It is the intent of the parties that neither this Agreement, nor any covenant in this Agreement, shall be construed against either party pursuant to the common law rule of construction against the drafter. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, such holding or action shall be strictly construed and shall not affect the validity or effect of any other provision of this Agreement.