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1. Scope of Agreement

Unless we indicate otherwise, this Agreement applies to your use of the websites which are owned or operated by Kim Bensen Enterprises, Inc. specifically “KimBensen.Com” and “TheXchangePlan.com”.

2. Your Use of this Website and Our Fee-Based Products

Unless otherwise specified, we grant you a non-exclusive, non-transferable, limited right to access, use and display this Website and the material provided hereon, and the Fee-Based Products that you subscribed to, for your personal, noncommercial use, provided that you comply fully with the provisions of this Agreement. You agree not to assign, transfer or sublicense your rights as a registered user of, or subscriber to, this Website and/or our Fee-Based Products. You understand that only you may use your user account and password, and that your subscription to our Fee-Based Products is only valid for your personal, noncommercial use and may not be shared with others.

By using this Website and/or our Fee-Based Products, you agree to be legally bound and to abide by this Agreement, just as if you had signed this Agreement. If you do not comply with this Agreement at any time, we reserve the right to cancel or terminate your password, user account, and/or access to this Website (or any part thereof) and/or our Fee-Based Products. You agree that any termination or cancellation of your access to, or use of, the Website and/or our Fee-Based Products may be effected without prior notice. If you do not abide by the terms of this Agreement, except as we may otherwise provide from time to time, you agree that we may immediately deactivate or delete your user account and all related information and/or files in your user account and/or bar any further access to such information and/or files, our Website (or part thereof) and/or our Fee-Based Products. Further, you agree that we shall not be liable to you or any third-party for any termination or cancellation of your access to, or use of, our Website and/or our Fee-Based Products.

3. Charges and Fees for Fee-Based Products. Certain portions, components, content and features of this Website are only available to individuals who purchase a subscription to one of our Fee-Based Products. As a subscriber to one of our Fee-Based Products, you agree as follows:

A. You agree not to register or subscribe for more than one account, create an account on behalf of someone else, or create a false or misleading identity on this Website. If your registration or subscription is revoked for any reason, you agree not to register or subscribe again with our Website using another user name or through any other means. If we have reason to suspect, in our sole discretion, that your account has previously been terminated, we reserve the right to

terminate any new accounts you have registered without any notice to you, or to exercise any other remedies available to us under this Subscription Agreement or by law.

B. You are entirely responsible for maintaining the confidentiality of your password and user account information. You must notify us immediately in the event of any known or suspected unauthorized use of your user account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password. You are entirely responsible for any and all activities which occur under your user account.

4. Termination of Subscription

You have purchased a pre-paid subscription which will terminate automatically at the end of eight (8) weeks from the date you sign up the first time. At that time, you may choose to purchase an on-going membership should you so desire.

5. Privacy and Security

We are committed to protecting your privacy and security. For more information, you should review our Privacy Policy, which is incorporated into this Agreement by this reference.
<http://kimbensen.com/privacy>

6. Health Disclaimer

This Website and our Fee-Based Products provide weight loss management and information applications and content published over the Internet and are intended only to assist users in their personal weight loss efforts. KBE is not a medical organization and our staff cannot give you medical advice or diagnosis. Nothing contained in this Website should be construed as such advice or diagnosis. The information and reports generated by us should not be interpreted as a substitute for physician consultation, evaluation, or treatment. You are urged and advised to seek the advice of a physician before beginning any weight loss effort or regimen. This Website is intended for use only by healthy adult individuals. The Website is not intended for a substitute of medical advice, especially for minors, pregnant women, or individuals with any type of health condition. Such individuals are specifically warned to seek professional medical advice prior to initiating any form of weight loss effort or regimen.

7. Automatically Become a Registered User

As a subscriber to one of our Fee-Based Products, you automatically become a registered user of this Website, which provides you with access to certain products, offerings, features, or resources of our Website such as the ability to post messages on one of our Community Areas (such feature is not available to those who are not registered users). A "Community Area" means any blog, personal page, group page, chat room, message board, bulletin board, recipe swap, or similar activity where you can communicate with other users of our Website or post your own Content. If you cancel your subscription to our Fee-Based Products, you will remain a registered user of our Website unless you specifically request otherwise.

8. Restrictions on Use of Materials

You acknowledge that this Website contains information, software, photos, video, text, graphics, music, sounds, questions, creative suggestions, messages, comments, feedback, ideas, recipes, notes, drawings, articles and other materials (collectively, "Content") that are protected by copyrights, patents, trademarks, trade secrets and/or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed. All Content is copyrighted under the United States copyright laws (and, if applicable, similar foreign laws), and we own a copyright in the selection, coordination, arrangement and enhancement of such Content. All trademarks appearing on this Website are trademarks of their respective owners. Our commercial partners, suppliers, advertisers, sponsors, licensors, contractors and other third parties may also have additional proprietary rights in the Content which they make available on this Website. You may not modify, publish, transmit, distribute, perform, participate in the transfer or sale, create derivative works of, or in any way exploit, any of the Content, in whole or in part. When Content is downloaded to your computer, you do not obtain any ownership interest in such Content. Modification of the Content or use of the Content for any other purpose, including, but not limited to, use of any Content in printed form or on any other website or networked computer environment is strictly prohibited unless you receive our prior written consent.

9. Community Standards and Conduct Guidelines

You acknowledge that all Content and all information, software, photos, video, text, graphics, music, sounds, questions, creative suggestions, messages, comments, feedback, ideas, recipes, notes, drawings, articles and other materials posted, emailed, or otherwise transmitted to or on this Website, whether posted at our request or voluntarily, and whether publicly posted or privately transmitted (collectively, the "Postings"), are the sole responsibility of the person who made such Postings. This means that you are entirely responsible for all Postings that you post, email or otherwise transmit to this Website. We do not control the Postings posted, emailed or otherwise transmitted on our Website by others and, as such, we do not guarantee the accuracy, integrity or quality of such Postings. Although we have adopted community standards and conduct guidelines for the users of our Website (as described below), you understand that by using this Website, you may be exposed to Postings that are offensive or objectionable. Under no circumstances will we be liable in any way for any Postings (other than for Content developed by us or our affiliates), including, but not limited to, for any errors or omissions in any Postings, or for any loss or damage of any kind incurred as a result of the use of any Postings posted, emailed or otherwise transmitted to or through this Website. You agree not to use this Website (including any Community Areas) to:

- a. Upload, post, email or otherwise transmit any Postings or other materials that are unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable (in our sole discretion);
- b. Harm minors in any way, or solicit or otherwise attempt to gain any information from a minor;

- c. Impersonate any person or entity, including, but not limited to, any user of this Website, a director, officer, employee, shareholder, agent or representative of KBE or our affiliates, or any other person or entity, or falsely state or otherwise misrepresent your affiliation with KBE, our affiliates or any other person or entity;
- d. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Postings or other materials transmitted to or through this Website;
- e. Upload, post, email or otherwise transmit any Postings or other materials that you do not have a right to upload, post, email or otherwise transmit under any law or under contractual or fiduciary relationships (such as insider information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- f. Upload, post, email or otherwise transmit any Postings or other materials that infringe upon any patent, trademark, trade secret, copyright, right of privacy or publicity or other proprietary rights of any party;
- g. Upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of commercial solicitation, except in those areas, if any, that are specifically designated for such purpose;
- h. Upload, post, email or otherwise transmit any Postings or other materials that contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- i. Disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of a Community Area (or other portion of this Website) are able to type, or otherwise act in a manner that negatively affects or otherwise diminishes the quality of another user's experience of this Website ;
- j. Interfere with or disrupt this Website or servers or networks connected to this Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Website;
- k. Intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, any regulations having the force of law;
- l. "Stalk" or otherwise harass another user or employee of this Website; or
- m. Solicit, collect or post personal data or attempt to solicit, collect or post personal data about other users of the Website, including user names or passwords; or .
- n. Access or attempt to access another user's account without his or her consent.

Your privilege to use this Website (including the Community Areas) and contribute to discussions on the Community Areas depends on your compliance with the community standards and conduct guidelines set forth above. We may revoke your privileges to use all or a portion of this Website and/or take any other appropriate measures to enforce these community standards and conduct guidelines if violations are brought to our attention. Further, if you fail to adhere to our community standards and conduct guidelines, or any part of this Subscription Agreement, we may terminate, in our sole discretion, your use of, or participation in, any Community Area. Except as may otherwise be provided in our Privacy Policy, all Community Area communications, including, but not limited to, chat, message board, blog, groups, and profile communications, are public and not private communications. We reserve the right to monitor some, all, or no areas of this Website (including any Community Area) for adherence to the community standards and conduct guidelines set forth above or for any other purpose. You acknowledge that by providing you with the ability to distribute Postings in the Community Areas, we are acting as a passive conduit for such distribution and we are not undertaking any obligation or liability relating to any Postings or activities in any Community Area, nor do we endorse any such Postings. Although we reserve the right to remove, without notice, any Community Area posting for any reason, we have no obligation to review Content prior to the Content's posting or to delete Postings that you may find objectionable or offensive. We are not responsible for maintaining a copy of any material we remove from our Website, and we are not liable for any loss you incur in the event that Content you post or transmit to our Website is removed.

10. Submissions

If, at our request or on your own, you send, email, post or otherwise transmit to us or this Website any Content (collectively, the "Submissions"), you grant KBE and its successors and assigns a royalty-free, perpetual, irrevocable, non-exclusive right (including any moral rights) and license (as well as consent) to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, communicate to the public, perform and display any Submissions (in whole or in part and with or without the use of your name) worldwide and/or to incorporate the Submissions in other works in any form, media, or technology now known or later developed, for the full term of any copyrights, trademarks and other intellectual and proprietary rights (collectively, the "Rights") that may exist in such Submissions. You also warrant that, to the extent you are not the exclusive holder of all Rights in a Submission, any third party holder of any Rights, including moral rights in such Submissions, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You further acknowledge that KBE and its successors and assigns shall be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Submissions. You also permit any user to access, display, view, store and reproduce any Submission that you have made available in a Community Area for personal use. Subject to the foregoing, the owner of a Submission placed on this Website retains any and all Rights that may exist in such Submission. Except as provided in our Privacy Policy, none of the Submissions shall be subject to any obligation of confidence on our part, and we shall not be liable for any use or disclosure of any Submissions.

11. Parental or Guardian Permission

Some of the Content on this Website may not be appropriate for children. CHILDREN UNDER THE AGE OF 13 ARE NOT PERMITTED TO USE THIS WEBSITE. We strongly recommend that children between the ages of 13 and 18 ask for their parent's or guardian's permission before viewing our Website. INDIVIDUALS UNDER THE AGE OF 18 ARE NOT PERMITTED TO SUBSCRIBE TO OUR FEE-BASED PRODUCTS.

12. Links

This Agreement applies only to this Website, and not to the websites of any other person or entity. We may provide, or third parties may provide, links to other worldwide websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse (and are not responsible or liable for) any content, advertising, products, or other materials on or available from such websites or resources. You further acknowledge and agree that, under no circumstances, will we be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of, or reliance on, any content, advertisements, products or other resources available on any other website (regardless of whether we directly or indirectly link to such content, advertisements, products or other resources). You should direct any concerns with respect to any other website to that website's administrator or webmaster.

13. Disclaimers of Warranties

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14. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE AND OUR AFFILIATES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, OR RESULTING FROM, (A) THE USE OR THE INABILITY TO USE THIS WEBSITE (INCLUDING, WITHOUT LIMITATION, THE FEE-BASED PRODUCTS); (B) THE USE OF ANY CONTENT OR OTHER MATERIAL (INCLUDING, WITHOUT LIMITATION, THE FEE-BASED PRODUCTS) ON THIS WEBSITE OR ANY WEBSITE OR WEBSITES LINKED TO THIS WEBSITE, (C) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THIS WEBSITE (INCLUDING, WITHOUT LIMITATION, THE FEE-BASED PRODUCTS); (D) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (E) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OUR WEBSITE (INCLUDING, WITHOUT LIMITATION, THE FEE-BASED PRODUCTS); OR (F) ANY OTHER MATTER RELATING TO THIS WEBSITE. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THIS WEBSITE. IF YOU ARE DISSATISFIED WITH ANY PORTION OF OUR WEBSITE, OR WITH ANY OF PROVISION OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS THE DISCONTINUATION OF YOUR USE OF THIS WEBSITE.

IF ANY PORTION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

15. Indemnification

You agree to indemnify, hold harmless and, at our option, defend us and our affiliates, and our and their officers, directors, employees, stockholders, agents and representatives from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable attorneys fees and expenses) arising from your improper use of this Website or our products or

offerings (including, without limitation, the Fee-Based Products), your violation of this Agreement, or your infringement, or the infringement or use by any other user of your account, of any intellectual property or other right of any person or entity.

16. Miscellaneous Terms

In any action against us arising from the use of this Website (including, without limitation, the Fee-Based Products), the prevailing party shall be entitled to recover all legal expenses incurred in connection with the action, including but not limited to its costs, both taxable and non-taxable, and reasonable attorney's fees. If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions. This Agreement, together with the Terms & Conditions (if applicable), are the entire agreement between you and us relating to the subject matter herein. In the event of any conflict between this Agreement and the Terms & Conditions, this Agreement shall control. This Agreement may be modified only by our posting of changes to this Agreement on this Website, or by written agreement of both parties. Each time you access this Website, you will be deemed to have accepted any such changes. We may assign our rights and obligations under this Agreement. This Agreement will inure to the benefit of our successors, assigns and licensees. The failure of either party to insist upon or enforce the strict performance of the other party with respect to any provision of this Agreement, or to exercise any right under this Agreement, will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and remain in full force and effect.