DIVINE EARTH THEORY LLC

Terms of Service

Effective November 1, 2026

Divine Earth Theory LLC ("DET," "Company," "we," "us," or "our") provides services through its official website, replicated websites, referral links, online stores, Back Office and other digital channels controlled by DET (collectively, the "Site"), and related services (the "Services"), subject to these Terms of Service ("Terms"). We may amend these Terms reasonably and in good faith by posting the revised Terms and providing notice through the Site, email or other reasonable means. Material amendments become effective 30 days after notice, unless applicable law requires a different period. Changes will not retroactively alter accrued rights. Continued use after the effective date constitutes acceptance to the extent permitted by law; we will obtain affirmative consent where required.

Additional terms may apply to particular Services, including the Privacy Policy, product return and subscription policies, and promotional terms disclosed at checkout. Consultants are separately subject to the Independent Consultant Agreement, Policies and Procedures, Compensation Plan and Business Entity Application (if applicable), collectively the "Consultant Agreement." The Consultant Agreement controls Consultant participation, compensation, discipline, termination and business disputes; these Terms govern Site use and purchases except to the extent the Consultant Agreement expressly governs. Mandatory legal rights prevail.

Please read these Terms of Service carefully before using the Site. By using the Site, you agree to be bound by these Terms of Service. If you do not agree to the terms and conditions of this Agreement, please do not use the Site.

For purposes of this Agreement, the following terms have the following meanings:

"Consultant" means an individual or approved entity authorized under the Consultant Agreement to participate as an Affiliate or Team Builder, sometimes referred to as an Ambassador. An Affiliate may enroll free of charge; Team Builder status is subject to applicable activation and qualification requirements under the Compensation Plan.

"Customer" means an individual or entity purchasing products for end use and not participating in the Company business opportunity. "Transaction" means a purchase, payment or other transaction through the Site.

1. Independent Consultants and Personalized Sites

Consultants are independent contractors, not employees or agents of DET, and have no authority to bind DET. DET may provide replicated websites, referral links and Back Office tools. Consultants are responsible for their own statements, customizations and conduct, including content on personalized sites and social media. DET may monitor, remove or restrict unauthorized content and enforce the Consultant Agreement. To the extent permitted by law, DET is not responsible for

unauthorized statements, acts or omissions of Consultants. Nothing in these Terms limits DET's responsibility for its own conduct or obligations under applicable law.

2. Restricted Uses.

The Site is owned and operated by DET. The contents of the Site are copyrighted under United States copyright laws. Except as stated herein, none of the material on the Site may be copied, reproduced, distributed, republished, uploaded, displayed, posted or transmitted in any way whatsoever. Subject to your compliance with this Agreement, and solely for as long as you are permitted by DET to access and use the Site, you may download one (1) copy of any particular materials from the Site for your own personal, non-commercial use, provided that you agree to abide by any copyright notice or other restrictions contained in or applicable to such materials, including any author attribution, copyright or trademark notice or restriction in any such material that you download. Modification of the materials, or use of the materials for any other purpose, whether commercial or noncommercial, is a violation of DET's copyright and other proprietary rights.

"DET" and the other DET trademarks, trade names, service marks and logos appearing on the Site are proprietary trademarks of DET. The use of any of our trademarks or any other content made available through Site, except as expressly provided in this Agreement, is strictly prohibited.

3. Information Submitted Through the Site.

Your submission of information through the Site is governed by DET's Privacy Policy (the "Privacy Policy"), and this Agreement incorporates by reference the terms and conditions of the Privacy Policy. You represent and warrant that any information you provide in connection with your use of the Site is true, accurate and complete, and that you will maintain and update such information as needed, such that the information remains true, accurate and complete.

4. Registration; User Names and Passwords.

You may be required to register with DET in order to access certain areas of the Site, for example, to purchase DET products or otherwise initiate Transactions (as defined below). With respect to any such registration, we may refuse to grant you, and you may not use, a user name or email address that belongs to or is already being used by another person; that may be construed as impersonating another person; that violates the intellectual property or other rights of any person; that is offensive; or that we reject for any other reason in our sole discretion. You are responsible for maintaining the confidentiality of any password you may use to access the Site, and you agree not to transfer your password or user name, or lend or otherwise transfer your use of or access to the Site, to any third party. You are fully responsible for all Transactions (including any information transmitted in connection with any Transactions) and other interactions with the Site that occur in connection with your user name. You agree to immediately notify DET of any unauthorized use of your password or user name or any other breach of security related to your account, your user name or the Site, and to ensure that you "log off" and exit from your account with the Site (if

applicable) at the end of each session. We are not liable for any loss or damage arising from your failure to comply with any of the foregoing obligations.

5. Rules of Conduct.
Users must comply with applicable law and respect the rights of others. You may not impersonate another person, provide false information, manipulate referral attribution or compensation, create fraudulent accounts, transmit malicious code, scrape nonpublic information, interfere with Site operation, infringe intellectual property, harass others, or publish misleading product or income claims. Consultants must also comply with the Consultant Agreement. Violations may result in restrictions under Section 14.

6. Forums and Submissions.
DET may offer features through the Site that enable you to post information and materials publicly, for example, bulletin boards, chat areas, and similar forums (collectively referred to herein as "Forums"). All of the rules of conduct described in Section 5 above apply to the Forums. Additionally, without DET's express prior written consent, you may not use the Forums for any commercial purposes, including the promotion or advertisement of any goods, services or opportunities, and you may not use the Forums to solicit other Site visitors or users to visit or become members of, subscribe to or register with any commercial online service or other organization.

Public posts, reviews and other materials you voluntarily submit for publication (“Submissions”) may be publicly available. You retain ownership but grant DET a worldwide, nonexclusive, royalty-free, sublicensable license to use, reproduce, adapt, display and distribute Submissions in connection with operating and promoting the Services, subject to applicable law and the Privacy Policy. You represent that you have the necessary rights and that Submissions comply with law. This license survives termination for materials already used, subject to mandatory rights. Private account, payment and support information is not a public Submission.

We reserve the right, at our sole discretion, to edit any Submission and to choose to include or not include such Submission in the Forums or otherwise in the Site. The Forums include the opinions, statements and other content of third parties, including Consultants. We are not responsible for screening, monitoring or verifying such content, including such content's accuracy, reliability or compliance with copyright or other laws. Any opinions, statements or other materials made available by third parties (including Consultants) through the Forums or otherwise through the Site are those of such third parties and not of DET, and DET does not endorse any such opinions, statements or materials. We may remove objectionable statements or other content from the Site at any time if we deem removal to be warranted. Please understand that removal or editing of any Submission or other materials may not occur immediately.

You acknowledge and agree that DET has no control over, and shall have no liability for any damages resulting from, the use (including without limitation re-publication) or misuse by any third party of information voluntarily made public through the Forums or any other part of the

Site. IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE INFORMATION OR OTHER INFORMATION PUBLICLY AVAILABLE THROUGH THE FORUMS OR OTHERWISE THROUGH THE SITE, YOU DO SO AT YOUR OWN RISK.

7. Sweepstakes, Contests, and Similar Promotions.

Any sweepstakes, contest, or similar promotion made available through any Site may be governed by specific rules that are separate from this Agreement. By participating in any such sweepstakes, contest, or promotion, you agree to become subject to those rules, which may vary from the terms and conditions set forth herein. DET urges you to read the applicable rules, if any, which will be linked from the particular activity, and to review the Privacy Policy, which, in addition to this Agreement, will govern any information you submit in connection with such activities.

8. Purchases and Other Transactions.

If you wish to purchase any product or service or to make a payment to your DET account through a Site (each such purchase or other transaction, a "Transaction"), you may be asked to supply certain information relevant to your Transaction, including without limitation your credit card number, your credit card verification or other security code, the expiration date of your credit card, your billing address and your shipping information. Any such information provided through the Site will be treated by DET in accordance with this Agreement and the Privacy Policy. Verification of information may be required prior to the acknowledgment or completion of any Transaction. You represent and warrant that you have the legal right to use any credit card(s) or other payment means used to initiate any transaction.

DET reserves the right, with or without prior notice, (a) to change product or service descriptions, images and references; (b) to limit the available quantity of any product or service; (c) to honor, or impose conditions on the honoring of, any coupon, coupon code, promotional code, incentive offer or other promotion; (d) to prevent or prohibit any user or customer from making any or all Transaction(s); and/or (e) to refuse to provide any user or customer with any product or service. Price and availability of any product or service offered through the Site are subject to change without notice, and DET shall not be responsible for errors in the prices or descriptions of such products or services. Refunds and exchanges will be subject to DET's refund and exchange policies then in effect. You agree to pay all charges that may be incurred by you or on your behalf through the Site, at the price(s) in effect when such charges are incurred, including without limitation all shipping and handling charges. In addition, you remain responsible for any taxes that may be applicable to your Transactions.

Before completing a purchase, you will be shown the applicable price, shipping charges, taxes and material offer terms. DET may correct pricing errors or reject orders before acceptance, subject to applicable law, and will refund amounts collected for canceled orders. Product information is not medical advice. Dietary supplements are not intended to diagnose, treat, cure or prevent any disease; consult a qualified healthcare professional as appropriate.

Recurring subscriptions and activation renewals: If you select a recurring purchase or renewal, DET will disclose the price, billing frequency, renewal terms and cancellation method before obtaining your affirmative consent. You authorize recurring charges until cancellation. You may cancel future recurring charges through the account tools or official support channel as disclosed at enrollment, subject to applicable law. Cancellation does not automatically refund orders already processed. DET will provide required renewal notices and obtain consent for changes when required by law.

Promotional subscription pricing is subject to the terms disclosed at enrollment. Under the Compensation Plan, qualifying prelaunch subscription pricing may be lost if a subscription is skipped, paused or canceled, and Team Builder subscriptions may have restrictions on skipping or pausing. These restrictions do not prohibit cancellation or override statutory rights. Changes in subscription or activation status may affect future compensation eligibility under the Consultant Agreement. Affiliate enrollment is free; Team Builder activation fees do not generate commissionable volume or compensation. Join Packs are optional and not required to enroll.

9. Intended Audience.

The Site is intended for markets in which DET has authorized the relevant activities. Products, services and enrollment may be limited by location. DET may authorize limited prelaunch participation in selected markets, subject to applicable law and the Consultant Agreement. Prelaunch access does not authorize product sales, shipment or other activities not expressly permitted by DET. Users must comply with applicable local laws; nothing in these Terms excludes mandatory protections in their jurisdiction.

10. Links to or From Other Sites.

Except as otherwise expressly stated by DET on the Site, DET is not affiliated or associated with operators of any third party websites that link to or are linked from the Site. DET expressly disclaims any responsibility for the accuracy, content, or availability of information found on third party websites that link to or are linked from the Site. We cannot ensure your satisfaction with any products or services that are available through any third party site that links to or is linked from the Site because these third party sites are owned and operated by independent entities. We do not endorse any of the products or services, nor have we taken any steps to confirm the accuracy or reliability of any of the information, made available through any third party sites. We make no representations or warranties as to the security of any information (including without limitation credit card and other personal information) that you may provide or be requested to provide to any third party, whether through such a third party site or otherwise.

YOU AGREE THAT YOUR USE OF THIRD PARTY SITES AND RESOURCES AND ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, SERVICES, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH SITES AND RESOURCES IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES.

DET shall have the right, at any time and at its sole discretion, to block links to the Site through technological or other means without prior notice.

11. Disclaimer.

THE SITE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. DET MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY, RELIABILITY, TIMELINESS OR COMPLETENESS OF ANY MATERIAL ON OR ACCESSIBLE THROUGH THE SITE. ANY RELIANCE ON OR USE OF SUCH MATERIALS SHALL BE AT YOUR SOLE RISK. DET MAKES NO REPRESENTATION OR WARRANTY (A) REGARDING THE STATEMENTS, ACTS OR OMISSIONS OF ANY CONSULTANT; (B) THAT THE SITE WILL BE AVAILABLE ON A TIMELY BASIS, OR THAT ACCESS TO THE SITE WILL BE UNINTERRUPTED, ERROR FREE OR SECURE; (C) THAT DEFECTS OR ERRORS WILL BE CORRECTED; OR (D) THAT THE SITE OR THE SERVERS OR NETWORKS THROUGH WHICH THE SITE IS MADE AVAILABLE ARE SECURE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

These Site disclaimers do not override express product warranties, mandatory consumer guarantees, or other rights that cannot be excluded under applicable law.

If you become aware of unauthorized alterations or security concerns, notify DET through the official support channel identified on the Site.

12. Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, DET AND ITS AFFILIATES, OFFICERS, EMPLOYEES AND AGENTS (THE “DET ENTITIES”) SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM THESE TERMS OR SITE USE. FOR CLAIMS ARISING SOLELY FROM USE OF THE SITE, THEIR AGGREGATE LIABILITY SHALL NOT EXCEED THE GREATER OF $100 OR THE AMOUNT YOU PAID DET FOR THE SERVICE OR TRANSACTION GIVING RISE TO THE CLAIM. NOTHING LIMITS LIABILITY FOR FRAUD, WILLFUL MISCONDUCT, LIABILITY THAT CANNOT LAWFULLY BE LIMITED, OR MANDATORY PRODUCT, REFUND OR CONSUMER RIGHTS. CONSULTANT COMPENSATION AND BUSINESS CLAIMS ARE GOVERNED BY THE CONSULTANT AGREEMENT.

13. Indemnification.

To the extent permitted by law, you agree to indemnify and hold the DET Entities harmless from third-party claims and reasonable costs, including attorneys’ fees, arising from your unlawful conduct, material breach of these Terms, or infringement of third-party rights through your Submissions. This obligation does not apply to the extent a claim results from the DET Entities’ own wrongful conduct.

14. Termination and Enforcement.

DET may suspend or terminate Site access for fraud, security concerns, violations of these Terms or other legitimate business reasons, subject to applicable law. Where reasonably practicable, DET will provide notice; immediate restrictions may be necessary to protect the Site or others.

Consultant discipline, termination, participation status and earned compensation remain governed by the Consultant Agreement. A change from Team Builder to Affiliate status is not itself termination of the Consultant Agreement. Restrictions do not extinguish accrued refund or other mandatory rights. Provisions intended to survive termination shall survive.

15. Claims of Copyright Infringement.
The Digital Millennium Copyright Act (17 U.S.C. § 512) provides a process for copyright notices and counter-notices. If you believe material on the Site infringes your copyright, submit a notice meeting applicable statutory requirements to the designated copyright agent identified on the Site or in the U.S. Copyright Office designated agent directory. Counter-notices may be submitted in accordance with the same statute. DET may remove infringing material and terminate repeat infringers in appropriate circumstances. Knowingly false notices may result in liability.

16. Filtering.
Under 47 U.S.C. § 230(d), parental control protections (including computer hardware, software and filtering services) are commercially available to assist in limiting minors' access to harmful material. DET does not endorse any particular provider.

17. Information or Complaints
Questions or complaints may be submitted through the official support channel identified on the Site. California residents may also contact the Complaint Assistance Unit of the California Department of Consumer Affairs at 1625 North Market Blvd., Sacramento, CA 95834, or (800) 952-5210 or (916) 445-1254, pursuant to California Civil Code § 1789.3.

18. Governing Law.
These Terms are governed by Utah law, without regard to conflict-of-laws rules, subject to mandatory consumer protections. Section 21 governs dispute resolution for Site and consumer claims. Where litigation is permitted, the courts in Salt Lake County, Utah, have jurisdiction and venue except where applicable law requires or permits another forum. Consultant business disputes are governed by the Consultant Agreement, including its mediation and litigation provisions.

19. Miscellaneous.
If any provision of this Agreement shall be deemed to 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 does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and DET. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. No waiver by either party of any breach or default hereunder will be deemed to

be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. This Agreement, together with all agreements and statements referred to herein and incorporated herein by reference, is the entire agreement between you and DET relating to the subject matter hereof and, except as otherwise provided herein, supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and DET relating to such subject matter. Notices to you may be made by posting a notice (or a link to a notice) to any Site, by email, or by regular mail, at DET's discretion. Without limitation, you agree that a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

20. Refund Policy.

Orders are subject to acceptance, availability and the shipping estimate disclosed at checkout. If DET cannot ship within the stated time, or within the time required by applicable law when no estimate is stated, DET will provide any required delay notice and opportunity to consent to a delay or cancel for a prompt refund. Customers may contact DET directly for returns, exchanges, defective products or order assistance; they need not contact a Consultant first. Product returns and inventory repurchases are governed by the applicable return policy and, for Consultants, the Consultant Agreement, subject to mandatory rights. Digital activation fees are nonrefundable once access is provided except as required by law or expressly provided in the Consultant Agreement. Physical product subscriptions are not digital activation fees.

21. Dispute Resolution By Binding Arbitration

PLEASE READ THIS SECTION CAREFULLY. IT PROVIDES FOR INDIVIDUAL BINDING ARBITRATION OF COVERED CONSUMER AND SITE DISPUTES, SUBJECT TO THE EXCEPTIONS AND OPT-OUT BELOW.

We encourage you to contact DET support first. This section applies to disputes relating to these Terms, consumer purchases and Site use. It does not apply to disputes arising under the Consultant Agreement concerning participation, compensation or Consultant business rights; those disputes follow that agreement’s mediation and litigation procedures.

Arbitration Agreement

Except as provided below, DET and you agree to resolve covered disputes by binding individual arbitration administered by the American Arbitration Association (AAA) under its applicable Consumer Arbitration Rules. The Federal Arbitration Act governs this provision. Covered disputes include claims in contract, tort or statute relating to Site use or consumer Transactions, including claims arising after termination, to the extent legally arbitrable.

Either party may bring an eligible individual small-claims action or seek relief from a competent court where permitted by law. Nothing prevents reporting concerns to government agencies or

pursuing rights that cannot lawfully be waived. FOR COVERED DISPUTES, BOTH PARTIES WAIVE A JURY TRIAL TO THE EXTENT PERMITTED BY LAW.

Before commencing arbitration, the claimant must send written notice describing the dispute and relief sought through DET's official support channel (or, for notices from DET, to the user's last known contact address). The parties will attempt informal resolution for 60 days after receipt, subject to applicable limitation periods and urgent relief rights.

AAA rules and filing information are available at www.adr.org or 1-800-778-7879. Fees, hearing format and location will be governed by applicable AAA Consumer Arbitration Rules, including consumer fee protections. The arbitrator may award relief available under applicable law and will issue a reasoned written decision. Courts will decide enforceability of the class waiver and whether this agreement to arbitrate was formed; other issues are determined in accordance with applicable law and AAA rules.

Each party's rights to recover fees and costs under applicable law are preserved.

TO THE EXTENT PERMITTED BY LAW, COVERED CLAIMS MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS OR REPRESENTATIVE ACTION. No provision prevents a party from seeking public injunctive relief or other nonwaivable remedies in an appropriate forum. If the class waiver is unenforceable as to a particular claim, that claim shall proceed in a competent court rather than class arbitration, unless the parties agree otherwise. Remaining arbitrable claims will proceed individually.

You may opt out of this arbitration provision by sending written notice through DET's official support channel within 30 days after first accepting these Terms, identifying your name and account email. Opting out does not affect access to Services. You may likewise reject future material changes to this arbitration provision within 30 days after notice; the prior applicable version will remain in effect. This section survives termination.

Questions? Concerns? Suggestions?
Please contact DET through the official support channel identified on the Site for questions, concerns or reports of violations.