

## Terms of Use

### I. Introduction

Welcome to the RevivifyMyLife LLC website ("Site"). This Terms of Use Agreement ("Agreement") sets forth the agreement between RevivifyMyLife LLC, its parent, subsidiaries and other affiliated companies (collectively, "RevivifyMyLife" or "we") and each user ("you" or "user") governing the use by you of this Site. Please read this Agreement carefully before using this Site. By using this Site, you agree to be bound by the terms and conditions contained in this Agreement. If you do not agree to the terms and conditions contained in this Agreement, you may not access or otherwise use this Site.

These Terms may change from time to time. We will notify you of any material changes to these Terms by posting a notice on the homepage of the Site for a reasonable period of time after such changes are made that these Terms have been updated, and by changing the "Last Updated" date at the top of this webpage. We encourage you to check this page periodically for any changes. Your continued use of the Site following the posting of changes to these terms will mean you accept those changes.

In addition, when using particular services or features or making purchases on the Site, you shall be subject to any posted guidelines or policies applicable to such services, features or purchases that may be posted from time to time. All such guidelines or policies are hereby incorporated by reference into this Agreement.

### II. Not Healthcare Advice

This Site is not intended to provide medical advice, diagnosis or treatment. The products, information, services and other content provided on and through this Site, including information that may be provided on the Site directly or via linking to third-party sites by a healthcare or nutrition professional, are provided for informational purposes only. Please consult with your physician or other healthcare professional (collectively, "Healthcare Professional") regarding any medical or health-related diagnosis or treatment options.

You should not use the information or services on this Site for diagnosis or treatment of any health issue or for prescription of any medication or other treatment. You should always consult with your Healthcare Professional, and carefully read all information provided by the manufacturer of a product and on or in any product label or packaging, before using any medication or nutritional, herbal or homeopathic product, before starting any diet or exercise program or before adopting any treatment for a health problem. You should also consult your Healthcare Professional regarding any interactions between any medication you are currently taking and nutritional supplements.

Any comments made by employees and/or users in forums or in reviewing products are strictly their own personal views made in their personal capacity. These comments are not claims made by the RevivifyMyLife nor do they represent the view or position of the RevivifyMyLife.

### III. Purchases

If you make a purchase on the Site, your purchase will be subject to the terms of our Purchase Policy, which is hereby incorporated into and made part of this Agreement. Please review our Purchase Policy before making any such purchase. By submitting payment information in connection with any such purchase, you agree to be bound by the terms of our Purchase Policy.

### IV. Privacy

Use of this Site is subject to the terms of our Privacy Policy, which is hereby incorporated into and made part of this Agreement. Please carefully review our Privacy Policy. By using this Site, you agree to be bound by the terms of our Privacy Policy. We reserve the right, and you authorize us, to use information regarding your use of this Site, account registration, and any other personal information provided by you in accordance with our Privacy Policy.

### V. Copyright; Trademarks

You acknowledge that all materials on the Site, including the Site's design, graphics, text, sounds, pictures, software and other files and the selection and arrangement thereof (collectively, "Materials"), are the property of RevivifyMyLife or its licensors, and are subject to and protected by United States and international copyright and other intellectual property laws and rights. All rights to Materials not expressly granted in this Agreement are reserved to their respective copyright owners. Except as expressly authorized by this Agreement or on the Site, you may not copy, reproduce, distribute, republish, download, perform, display, post, transmit, exploit, create derivative works or otherwise use any of the Materials in any form or by any means, without the prior written authorization of RevivifyMyLife or the respective copyright owner. RevivifyMyLife authorizes you to view and download the Materials only for personal, non-commercial use, provided that you keep intact all copyright and other proprietary notices contained in the original Materials. You may not modify or adapt the Materials in any way or otherwise use them for any public or commercial purposes. The trademarks, service marks, trade names, trade dress and logos contained or described on this Site are the sole property of RevivifyMyLife and/or its suppliers or licensors and may not be copied, imitated or otherwise used, in whole or in part, without the prior written authorization of RevivifyMyLife and/or its suppliers or licensors. In addition, all page headers, custom graphics, button icons and scripts are Marks of RevivifyMyLife and may not be copied, imitated or otherwise used, in whole or in part, without the prior written authorization of RevivifyMyLife. RevivifyMyLife will enforce its intellectual property rights to the fullest extent of the law.

### VI. Links; Third Party Websites

Links on the Site to third party websites are provided only as a convenience to you. If you use these links, you will leave the Site. RevivifyMyLife does not control or endorse any such third party websites. You agree that RevivifyMyLife Parties will not be responsible or liable for any content,

goods or services provided on or through these outside websites or for your use or inability to use such websites. You will use these links at your own risk.

Without limiting the foregoing, your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the use of the Site, including payment for and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser.

## VII. Site Usage; Termination of Usage

You are required to establish an account on this Site in order to take advantage of certain features of this Site, such as making a purchase. If you provide information on this Site, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by the Site, and (b) maintain and promptly update such information to keep it true, accurate, current and complete to the extent the Site facilitates such updates. If you provide any information that is false, inaccurate, outdated or incomplete, or RevivifyMyLife has reasonable grounds to suspect that such information is false, inaccurate, outdated or incomplete, RevivifyMyLife has the right to suspend or terminate your account and prohibit any and all current or future use of the Site (or any portion thereof) by you.

You will create a username and password while completing the account registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify RevivifyMyLife of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. You agree to be responsible for all charges resulting from the use of your account on the Site, including charges resulting from unauthorized use of your account prior to your taking steps to prevent such occurrence by changing your password and notifying RevivifyMyLife.

You agree to use this Site only for lawful purposes, and that you are responsible for your use of and communications on the Site. You agree not to post on or transmit through this Site any unlawful, infringing, threatening, harassing, defamatory, vulgar, obscene, profane, indecent, offensive, hateful or otherwise objectionable material of any kind, including any material that encourages criminal conduct or conduct that would give rise to civil liability, infringes others' intellectual property rights or otherwise violates any applicable local, state, national or international law. You agree not to use this Site in any manner that interferes with its normal operation or with any other user's use and enjoyment of the Site.

You further agree that you will not access this Site by any means except through the interface provided by RevivifyMyLife for access to the Site. Creating or maintaining any link from another website to any page on this Site without the prior written authorization of RevivifyMyLife is

prohibited. Running or displaying this Site or any information or material displayed on this Site in frames or through similar means on another website without the prior written authorization of RevivifyMyLife is prohibited. Any permitted links to this Site must comply with all applicable laws, rule and regulations.

RevivifyMyLife makes no representation that Materials contained on the Site or products described or offered on the Site are appropriate or available for use in jurisdictions outside the United States, or that this Agreement complies with the laws of any other country. Visitors who use the Site and reside outside the United States do so on their own initiative and are responsible for compliance with all laws, if and to the extent local laws are applicable. You agree that you will not access this Site from any territory where its contents are illegal, and that you, and not RevivifyMyLife Parties, are responsible for compliance with applicable local laws.

This Agreement is effective unless and until terminated by either you or RevivifyMyLife. You may terminate this Agreement at any time, provided that you discontinue any further use of this Site. RevivifyMyLife also may terminate or suspend this Agreement, at any time, without notice, and accordingly deny you access to the Site, if in RevivifyMyLife's sole discretion you fail to comply with any term or provision of this Agreement or your use is harmful to the interests of another user or RevivifyMyLife Parties. Upon any termination of the Agreement by either you or us, you must promptly destroy all materials downloaded or otherwise obtained from this Site, as well as all copies of such materials, whether made under the terms of use or otherwise. RevivifyMyLife reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site (or any part thereof) with or without notice.

You agree that RevivifyMyLife may terminate or suspend your access to all or part of this Site, without notice, for any conduct that RevivifyMyLife, in its sole discretion, believes is in violation of this Agreement or any applicable law or is harmful to the interests of another user or RevivifyMyLife Parties.

#### VIII. User Content and Conduct

Where applicable at the Site, you are invited to post your own content ("User Content"). Please note that this Site is intended for adult use; if you are under the age of 13, do not submit any User Content to this Site.

You understand that all User Content, whether you have publicly posted on a forum or privately transmitted to another Site user or to us, is your sole responsibility. Though the Site is designed to be a safe place to share such User Content, RevivifyMyLife cannot guarantee that other users will not misuse the User Content that you share. If you have any User Content that you would like to keep confidential and/or do not want others to use, do not post it to the Site.

By posting any User Content at the Site, you hereby grant RevivifyMyLife a royalty-free, fully paid up, perpetual, irrevocable, non-exclusive and fully sublicensing right and license to use, reproduce, modify, adapt, publish, translate, combine with other works, create derivative works from, distribute, perform, edit and display such User Content (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed. You specifically waive any "moral rights" in and to the User Content. The foregoing grant includes, without limitation, any copyrights and other intellectual property rights in and to your User Content. You represent and warrant that: you own the User Content posted by you on or through the Site or otherwise have the right to grant the license set forth in this Section 11; and the posting of your User Content on or through the Site does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person. You agree to pay for all royalties, fees, and any other monies owing any person by reason of any User Content you posted to or through the Site.

You acknowledge and agree that RevivifyMyLife may preserve User Content and may also disclose User Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: comply with legal process; enforce this Agreement; respond to claims that any User Content violates the rights of third-parties; or protect the rights, property, or personal safety of RevivifyMyLife, its users and the public. You understand that the technical processing and transmission of the Site, including your User Content, may involve: transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices.

You agree to each of the conditions in this Agreement and further agree that each of these conditions applies forever and broadly with regard to RevivifyMyLife worldwide. Posting of User Content to or through the Site, including ideas or disclosures of opinions, is voluntary on your part. No confidential or contractual relationship is established by your posting of User Content or is to be implied by our review or subsequent use of your User Content. RevivifyMyLife shall not be liable for any disclosure of any User Content, including opinion(s) or suggestion(s), you post to or through the Site. REVIVIFYMYLIFE SHALL BE ENTITLED TO UNRESTRICTED USE OF ANY USER CONTENT IT MAY RECEIVE FROM YOU AT OR THROUGH THE SITE, FOR ANY PURPOSE WHATSOEVER, COMMERCIAL OR OTHERWISE, WITHOUT COMPENSATION TO YOU AS PROVIDER OF THE USER CONTENT.

You understand that by using the Site, you may be exposed to User Content created by others that is offensive, indecent or objectionable. RevivifyMyLife does not endorse or have control over the User Content. User Content is not reviewed by RevivifyMyLife prior to posting and does not reflect the opinions or policies of RevivifyMyLife. RevivifyMyLife makes no representations or warranties, express or implied as to the User Content or the accuracy and reliability of the User Content or any other material or information that you may access through the Site. RevivifyMyLife assumes no responsibility for monitoring the Site for inappropriate submissions or conduct. If at any time

RevivifyMyLife chooses, in its sole discretion, to monitor the Site, RevivifyMyLife nonetheless assumes no responsibility for the User Content, has no obligation to modify or remove any inappropriate User Content, and has no responsibility for the conduct of the Site users submitting any such User Content. Notwithstanding the foregoing, RevivifyMyLife and its designees shall have the right to remove any User Content that violates this Agreement or is otherwise objectionable, in RevivifyMyLife's sole discretion. You agree that you must evaluate, and bear all risks associated with, the use of any User Content, including any reliance on the accuracy, completeness, or usefulness of such User Content. In this regard, you acknowledge that you may not rely on any User Content.

You are solely responsible for your interactions with other Site users. RevivifyMyLife reserves the right, but has no obligation, to monitor disputes between you and other Site users and to terminate your Site access, in its sole discretion.

#### IX. Applicable Law; Jurisdiction; Dispute Resolution

This Agreement shall be governed by and construed in accordance with the Federal Arbitration Act, applicable federal laws, and the laws of the State of Washington in the United States, without regard to its choice of law provisions.

Any dispute or claim relating in any way to your use of the Site, or to any products or services sold or distributed by RevivifyMyLife or through the Site will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. You understand and agree that you are waiving your right to sue or go to court to assert or defend your rights under this contract. The Federal Arbitration Act and federal arbitration law apply to this Agreement. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Terms of Use as a court would. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to us. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer Related Disputes. The AAA's rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, RevivifyMyLife will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

WE EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. We each agree that any arbitrator hearing a claim may not: (i) combine more than one individual's claim or claims into a single case; (ii) order, require, participate in or facilitate production of class-wide contact information or notification of others of potential claims; or (iii) arbitrate any form of a

class, collective, or representative proceeding. If for any reason a claim proceeds in court rather than in arbitration REVIVIFYMYLIFE AND USER EACH WAIVE ANY RIGHT TO A JURY TRIAL. RevivifyMyLife and user also both agree that the user or RevivifyMyLife may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

#### X. DISCLAIMERS

YOUR USE OF THIS SITE IS AT YOUR RISK. THE INFORMATION, MATERIALS AND SERVICES PROVIDED ON OR THROUGH THIS WEB SITE ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. NEITHER REVIVIFYMYLIFE NOR ANY OF ITS RESPECTIVE AFFILIATES NOR SUPPLIERS WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION, MATERIALS OR SERVICES PROVIDED ON OR THROUGH THIS WEB SITE. THE INFORMATION, MATERIALS AND SERVICES PROVIDED ON OR THROUGH THIS WEB SITE MAY BE OUT OF DATE, AND NEITHER REVIVIFYMYLIFE NOR ANY OF ITS RESPECTIVE AFFILIATES NOR SUPPLIERS MAKES ANY COMMITMENT OR ASSUMES ANY DUTY TO UPDATE SUCH INFORMATION, MATERIALS OR SERVICES. THE FOREGOING EXCLUSIONS OF IMPLIED WARRANTIES DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW. PLEASE REFER TO YOUR LOCAL LAWS FOR ANY SUCH PROHIBITIONS.

ALL PRODUCTS AND SERVICES PURCHASED ON OR THROUGH THIS WEB SITE ARE SUBJECT ONLY TO ANY APPLICABLE WARRANTIES OF THEIR RESPECTIVE MANUFACTURERS, DISTRIBUTORS AND SUPPLIERS, IF ANY. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, ANY IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS AND SERVICES LISTED OR PURCHASED ON OR THROUGH THIS WEB SITE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE HEREBY EXPRESSLY DISCLAIM ALL LIABILITY FOR PRODUCT DEFECT OR FAILURE, CLAIMS THAT ARE DUE TO NORMAL WEAR, PRODUCT MISUSE, ABUSE, PRODUCT MODIFICATION, IMPROPER PRODUCT SELECTION, NON-COMPLIANCE WITH ANY CODES, OR MISAPPROPRIATION. WE MAKE NO WARRANTIES TO THOSE DEFINED AS "CONSUMERS" IN THE MAGNUSON-MOSS WARRANTY-FEDERAL TRADE COMMISSION IMPROVEMENTS ACT. THE FOREGOING EXCLUSIONS OF IMPLIED WARRANTIES DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW. PLEASE REFER TO YOUR LOCAL LAWS FOR ANY SUCH PROHIBITIONS.

YOU HEREBY RELEASE AND WAIVE ANY AND ALL CLAIMS AGAINST REVIVIFYMYLIFE, ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS, SUCCESSORS OR ASSIGNS, AND ANY PARTY INVOLVED IN THE CREATION, PRODUCTION OR TRANSMISSION OF THIS WEB SITE ARISING OUT OF, OR IN CONJUNCTION WITH YOUR USE OF THE WEB SITE.

#### XI. Severability; Interpretation

If any provision of this Agreement is deemed illegal or unenforceable, the remainder of this Agreement shall continue to be fully valid, binding and enforceable. When used in this Agreement, the term "including" shall be deemed to be followed by the words "without limitation."

## XII. Payment methods and Billing

If you wish to purchase Products at the Site, you must provide valid credit or debit card information on the Site's order form. We currently accept the following credit or debit cards: VISA, MASTERCARD, and AMERICAN EXPRESS. By submitting such credit or debit card information, you give RevivifyMyLife permission to charge your purchases to the card that you designate on the order form. We reserve the right to cancel any order, any time and for any reason. If your credit or debit card has already been charged and your order is cancelled, you shall receive a credit to your card account in the amount of the charge. We will not be responsible (i) for any charges that your card issuer may apply to you as a result of our processing your order, (ii) if your card issuer refuses or fails to authorize payment by you, or (iii) for any delays or non-delivery of Products that may arise due to any validation checks that may be carried out regarding your payment or identification. If you select the option to buy online and pick up at one of our stores, bag fees may be applied to your order upon pickup. Please bring a valid method of payment.

## XIII. Entire Agreement

This Agreement constitutes the entire and only Agreement between RevivifyMyLife and each user of this Site with respect to the subject matter of this Agreement and supersedes any and all prior or contemporaneous Agreements, representations, warranties and understandings, written or oral, with respect to the subject matter of this Agreement.