

# • MASTERVITAMINS™ TERMS AND CONDITIONS

**These Terms and Conditions are effective as of May 10<sup>th</sup>, 2021**

Your access to and use of [www.mastervitamins.com](http://www.mastervitamins.com) ("Site") is subject to these Terms and Conditions ("Terms ") and all applicable laws. The Site is operated by Real World Medical Data Solutions, LLC ("RWMS," "MasterVitamins™," "we," "us" or "our"). We make no representation that Site Content (as defined below) is appropriate or available for use outside of the United States, and access to them from territories where their contents are illegal is prohibited.

The terms "you" or "user", as used in these Terms and Conditions , refer to a Visitor, a Registered User and/or a Purchaser, as applicable. By accessing, browsing and/or using the Site you acknowledge that you have read, understood and agree to be bound by these Terms and Conditions and to comply with all applicable laws. We may change these Terms and Conditions at any time by updating this posting without prior notice or liability to you, and your continued access, browsing, and/or use of the Site after such change constitutes your acknowledgment and agreement to be bound by such change.

IF YOU SUBSCRIBE TO THE SERVICES OFFERED ON THE SITE, YOUR PAYMENT METHOD ON FILE WILL BE CHARGED ON THE SAME DAY OF THE MONTH THAT YOU INITIATED YOUR SUBSCRIPTION. YOU WILL BE CHARGED THE MONTHLY TOTAL SHOWN AT CHECKOUT FOR THE FIRST MONTH AND AT OUR THEN-CURRENT PRICE FOR SUCH SUBSCRIPTION PLUS APPLICABLE TAXES FOR SUBSEQUENT MONTHS UNTIL YOU. YOU CAN CANCEL ANYTIME BY VISITING YOUR ACCOUNT PAGE AT [MASTERVITAMINS.COM/ACCOUNT](http://MASTERVITAMINS.COM/ACCOUNT).

**ARBITRATION NOTICE:** Except for certain types of disputes described in the "Disputes and Arbitration" section below, you agree that all disputes between you and US with regard to these Terms and your use of the Site will be resolved by binding, individual ARBITRATION and you waive your right to participate in a class action lawsuit or class-wide arbitration.

There may be times when we offer a service or feature that has its own terms and conditions that apply in addition to these Terms ("Additional Terms"). In those cases, the Additional Terms will control to the extent there is a conflict with these Terms, unless the Additional Terms state otherwise.

## **WEBSITE INTENDED AUDIENCE**

THIS SITE IS INTENDED FOR USERS AGE EIGHTEEN (18) AND OLDER. By using the Site, you acknowledge that you are at least 18 years old.

## **THIS SITE DOES NOT PROVIDE MEDICAL ADVICE**

Site Content (as defined below) is for informational purposes only. It may not be complete and does not cover all health issues. Therefore, never use or rely on any information on the Site in place of a consultation with your doctor or other health care provider.

WE MAKE NO MEDICAL CLAIMS AS TO THE BENEFITS OF ANY PRODUCTS, SERVICES, OR CONTENT PRESENTED, OFFERED OR REPRESENTED IN ANY WAY AND NO CONTENT IS INTENDED TO PRESCRIBE OR BE TAKEN AS MEDICAL ADVICE. You expressly agree that the Site does not provide and the Site Content does not constitute medical advice and that the Site is not a means for MasterVitamins™ to provide you medical advice. The content and information presented to you through the Site has not been evaluated by the Food and Drug Administration and is not intended to be and should not be used in place of (a) the advice of your doctor or other healthcare providers, (b) a visit, call, or consultation with your doctor or other healthcare providers, or (c) information contained on or in any product packaging or label. If you have any health-related questions or if you have an emergency, please contact your doctor or other healthcare provider promptly or seek assistance by dialing 911. You

should never disregard medical advice or delay seeking medical advice because of any content or information presented to you through the Site, and you should not use the Site for diagnosing or treating a health problem. Your use of the Site does not constitute or create a doctor-patient, therapist-patient, or other healthcare professional relationship between you and us.

We do not recommend self-management of health problems nor do we endorse any particular type of medical treatment. The information and content provided by the Site, including any and all content pertaining to general nutrition, fitness, conditions, and health, is not a substitute for medical advice and nothing contained on the Site or in a response to your inquiries or questionnaires is intended to be a medical diagnosis or treatment plan. ADVANCE CONSULTATION WITH YOUR PHYSICIAN OR OTHER HEALTH CARE PROVIDER IS PARTICULARLY IMPORTANT FOR ANYONE PREGNANT, BREASTFEEDING OR WITH HEALTH PROBLEMS. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ, LISTENED TO OR WATCHED ON OR ACCESSED THROUGH THE SITE.

We assume no responsibility for any consequence relating directly or indirectly to any action or inaction you take based on the information, services, or other material on the Site. While we strive to keep the information on the Site accurate, complete, and up-to-date, we do not give any assurances, and will not be responsible for any damage or loss related to the accuracy, completeness or timeliness of the information.

WE ARE NOT RESPONSIBLE FOR ANY ADVERSE REACTION FROM USING THE PRODUCTS OR TO ANY INGREDIENT CONTAINED IN THE PRODUCTS. PLEASE CHECK THE LIST OF INGREDIENTS FOR ANY KNOWN SENSITIVITIES OR ALLERGIES YOU HAVE. YOU SHOULD CONTACT SUPPORT BEFORE BUYING IF YOU HAVE ANY QUESTIONS. IF YOU HAVE A SENSITIVITY OR ALLERGY TO ANY INGREDIENT(S) IDENTIFIED DO NOT USE THE PRODUCT. WHEN IN DOUBT PLEASE CONSULT YOUR PHYSICIAN OR OTHER QUALIFIED HEALTHCARE PROVIDER.

WE DO NOT RECOMMEND OR ENDORSE ANY SPECIFIC TESTS, PHYSICIANS, PRODUCTS, PROCEDURES, MEDICAL OPINIONS, COURSE OF TREATMENT OR THERAPY. YOU SHOULD ALWAYS CONSULT YOUR OWN PHYSICIAN OR OTHER HEALTH CARE PROFESSIONAL PROVIDER CONCERNING YOUR PARTICULAR CIRCUMSTANCES AND NEEDS AND NOT RELY ON THE SITE OR THE SITE CONTENT.

You may contact us with general questions regarding our products, but do not send us any specific medical, therapeutic or treatment questions.

## **PROPRIETARY RULES**

The Site and its contents, including text, graphics, images, photographs, illustrations, videos, audio, code, data, trademarks, service marks, logos, taglines, slogans, trade names, documents, data sheets, questions, quizzes, newsletters and other information and material, made available on, accessed through or transmitted from the Site (collectively, the "Site Content") and any and all intellectual property and proprietary rights inherent therein or appurtenant thereto, are owned by us or our licensors and are protected under both United States and foreign laws, including copyright and trademark laws. Your use of the Site does not grant to you ownership of any of the Site Content. Except as stated herein, none of the Site Content may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means without our express prior written consent.

## **YOUR LICENSE TO USE SITE CONTENT ON OUR SITE**

Subject to your compliance with these Terms and Conditions, you may (a) access and view the Site Content on the Site, on your computer or other device. Any rights not expressly granted herein are reserved. If any Site Content is made available on or accessed through the Site with separate license terms, conditions and notices, those portions of the Site shall be governed by such terms, conditions and notices. In the event of any conflict, such additional or different terms, conditions and notices will prevail over these Terms and Conditions.

Except for the limited permission in the preceding paragraph, RWMDS does not grant you any express or implied rights or licenses under any of our trademarks, copyrights or other proprietary or intellectual property rights or those of any third party, whether by estoppel, implication or otherwise.

## **REGISTRATION AND PASSWORDS**

Registration is required to establish an account. Upon registration you will be considered a “Registered User”. You will be required to click on an “I ACCEPT” icon, put a checkmark in a checkbox, or provide some other means of indicating acceptance of these Terms and Conditions as specified by us in order to establish an account. You must be a resident of the United States and age 18 or older and over the age of majority in your state in order to establish an account.

By registering, you represent and warrant to us that: (a) all information provided by you to us during the registration process is truthful, accurate and complete; (b) you will comply with all terms and conditions of these Terms and Conditions; and (c) you will not use the Site, any of the Site Content or any other content, materials or information obtained from the Site, for any purpose that is unlawful or prohibited by these Terms and Conditions.

As a Registered User, you agree to maintain and promptly update your registration data as necessary to keep it true, accurate, current and complete. We may terminate your access to the Site (or portions thereof) without prior notice or liability if any of the information provided is found to be inaccurate, false, out of date or incomplete, or for violating these Terms and Conditions or the law.

As part of the registration process, you are required to select and use a password. As a Registered User, you acknowledge that you are solely responsible for all activities that occur under your password or account while using the Site. You are responsible for maintaining the security and confidentiality of your password and monitoring and controlling access to your account. You agree to notify us immediately of any unauthorized use of any account or password, or any other known or suspected breach of security. You may be held liable for losses incurred by us or any other user of or visitor to the Site due to someone else using your password or account as a result of your failing to keep your account information secure and confidential.

If you are a Registered User, you may deactivate your account at any time by contacting us at [info@mastervitamins.com](mailto:info@mastervitamins.com). Even if a you deactivate your account, some information previously posted or otherwise uploaded may still be accessible by third parties. We are not responsible for the continued accessibility of the information posted or uploaded by you as a Registered User prior to the deactivation of your account. You may re-activate your account by contacting us at [info@mastervitamins.com](mailto:info@mastervitamins.com).

## **PRODUCT PURCHASE and PAYMENT TERMS**

Purchase of products (“Products”) and services (“Services”) through the Site are governed by these Terms and Conditions and any of our other policies or terms identified in these Terms and Conditions or presented to you. No purchases will be permitted unless and until you indicate assent to these Terms and Conditions as provided for on or through the Site. [You will be required to click on an “I ACCEPT” icon, put a checkmark in a checkbox, or provide some other means of indicating acceptance of these Terms and Conditions as specified by us in order to purchase Products and Services].

Payment is due prior to shipment of Products or receiving Services. When you check out you will be required to provide your payment and shipping information. A receipt will be emailed to the email address provided by you.

We reserve the right to refuse or cancel any orders whether or not the order has been confirmed and your credit card charged (including orders for Products or Services that are mistakenly listed at an incorrect price). If your credit card already has been charged for the purchase and your order is cancelled, we will issue a credit to your credit card account.

## **SUBSCRIPTION PROCESS, RENEWAL, AND CANCELLATION**

If you purchase a subscription to a Product through our Site, every month you will receive a shipment containing a one month's supply of the Product from us.

Your subscription will continue on a month-to-month basis unless and until you choose to cancel. There is no separate subscription fee associated with your subscription. Your payment method on file will be charged on the same day of the month that you initiated your subscription at our then-current price for such subscription. You agree that your account will be subject to this automatic renewal feature unless you cancel your subscription at any time prior to the next renewal date.

You can cancel anytime by visiting your account page at [mastervitamins.com/account](http://mastervitamins.com/account). By subscribing, you authorize us to charge your payment provider now, and again at the beginning of any subsequent subscription period. We will send you an email reminder prior to charging your payment provider each subscription period. If you choose to cancel your subscription at any time, your subscription will terminate automatically and we will not charge your payment provider for the subsequent subscription period. You agree that we may either terminate or suspend your subscription for any reason at any time in our sole discretion.

### **THIRD PARTY LINKS, CONTENT AND APPLICATIONS**

The Site may provide links to certain web sites, services, and features provided by third parties. The Site also may include third party content that we do not control, maintain or endorse. Accordingly, you expressly acknowledge and agree that we are not responsible or liable for your use of any third party site or online features. Your use of such services is subject to the terms and conditions established by such third parties. We encourage you to review the privacy policies of third parties' sites.

### **DISCLAIMER OF WARRANTIES**

#### **TO THE MAXIMUM EXTENT ALLOWABLE BY LAW:**

- WE DO NOT PROMISE, COVENANT, REPRESENT, WARRANT OR GUARANTEE THAT YOU OR ANY OTHER USER OF THE SITE WILL OBTAIN ANY PARTICULAR OR TANGIBLE RESULT OR GOAL THROUGH THE USE OF THE SITE, OR ANY PRODUCT OR SERVICE MADE AVAILABLE ON OR THROUGH THE SITE.
- THE SITE (INCLUDING, WITHOUT LIMITATION, THE SITE CONTENT) IS PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS, AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.
- TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS. WE DO NOT WARRANT THAT YOUR ACTIVITIES OR USE OF THE SITE OR ANY PRODUCT OR SERVICE MADE AVAILABLE ON OR THROUGH THE SITE ARE LAWFUL IN ANY PARTICULAR JURISDICTION, AND WE SPECIFICALLY DISCLAIM SUCH WARRANTIES. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.
- WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT YOUR USE OF THE SITE WILL BE ERROR-FREE, UNINTERRUPTED, OR SECURE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SITE OR THE SERVER THAT MAKES THE SITE AVAILABLE IS FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION (INCLUDING ANY INSTRUCTIONS) ON THE SITE OR SERVICES IS ACCURATE, COMPLETE, OR USEFUL. YOU ACKNOWLEDGE THAT YOUR USE OF THE SITE AND/OR SERVICES IS AT YOUR SOLE RISK. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL INTERNET ACCESS SERVICES, DEVICE HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE SITE AND SERVICES, AND ALL CHARGES RELATED THERETO. YOU

ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND SERVICES AND YOUR RELIANCE THEREON. NO OPINION, ADVICE, OR STATEMENT MADE BY US WHETHER MADE ON THE SITE, IN RESPONSE TO A QUESTION SUBMITTED ON OR THROUGH THE SITE, OR OTHERWISE, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

• YOU UNDERSTAND THAT BY USING THE SITE YOU ACT AT YOUR OWN RISK, AND YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN THE JURISDICTION(S) WHERE YOU ACCESS OR USE THE SITE AND/OR SERVICES. WE NEITHER ENDORSE NOR ARE RESPONSIBLE FOR ANY OPINION, ADVICE, INFORMATION, STATEMENT, OR USER CONTENT MADE OR DISPLAYED ON THE SITE BY THIRD PARTIES (INCLUDING ANY USER OF THE SITE) AND SPECIFICALLY DISCLAIM ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ANY KIND OR CHARACTER BASED UPON OR RESULTING FROM SUCH CONTENT OBTAINED ON OR THROUGH THE SITE. PLEASE REMEMBER THAT IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY AND RELIABILITY OF ANY OPINION, ADVICE, INFORMATION OR STATEMENT AVAILABLE ON THE SITE AND/OR SERVICES. A POSSIBILITY EXISTS THAT THE SITE AND/OR SERVICES COULD INCLUDE INACCURACIES OR ERRORS. ADDITIONALLY, A POSSIBILITY EXISTS THAT UNAUTHORIZED ALTERATIONS COULD BE MADE TO THE SITE BY THIRD PARTIES. ALTHOUGH WE ATTEMPT TO ENSURE THE INTEGRITY OF THE SITE, WE MAKE NO GUARANTEES AS TO THE SITE'S COMPLETENESS OR CORRECTNESS.

#### **LIMITATION OF LIABILITY; WAIVER**

UNDER NO CIRCUMSTANCES WILL WE BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES) ARISING OUT OF OR RELATING IN ANY WAY, DIRECTLY OR INDIRECTLY, TO: (A) THE SITE (INCLUDING, WITHOUT LIMITATION, ALL SITE CONTENT); (B) USER CONTENT; (C) YOUR USE OF, INABILITY TO USE, OR THE PERFORMANCE OF THE SITE AND/OR SERVICES AND ANY PRODUCTS PURCHASED THEREFROM; (E) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY US OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR USE OF THE SITE; (F) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS; (G) ANY ERRORS OR OMISSIONS IN THE SITE'S TECHNICAL OPERATION; OR (H) ANY DAMAGE TO ANY USER'S COMPUTER, MOBILE DEVICE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION, EVEN IF FORESEEABLE OR EVEN IF WE HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR TORT (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR DESTRUCTION OF THE SITE). IN NO EVENT WILL WE BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS, DAMAGE OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY. 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.

YOUR SOLE REMEDY FOR DISSATISFACTION WITH ANY PORTION OF THE SITE IS TO STOP USING THE SITE, AND OUR SOLE AND EXCLUSIVE MAXIMUM AGGREGATE LIABILITY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL BE THE GREATER OF TEN DOLLARS (\$10.00) OR THE TOTAL AMOUNT RECEIVED BY US AS A RESULT OF YOUR USE OF THE SITE.



YOU AGREE THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF OUR ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF THE SITE OR ANY PROPERTY, PRODUCT, SERVICE, OR OTHER SITE CONTENT OWNED OR CONTROLLED BY US, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF THE SITE OR ANY PROPERTY, PRODUCT, SERVICE, OR OTHER SITE CONTENT OWNED OR CONTROLLED BY US.

BY ACCESSING THE SITE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF VIRGINIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." I

## **INDEMNIFICATION**

You agree to indemnify, defend, and hold us harmless from and against any and all claims, demands, damages, losses, costs, investigations, liabilities, judgments, settlements, attorneys' fees, and other expenses that directly or indirectly arise from or are otherwise directly or indirectly related to: (a) your breach or anticipatory breach of these Terms or any Additional Terms; (b) your use of the Site or activities in connection with the Site; (c) your User Content; (d) your violation of any law, rule, regulation, code, statute, ordinance or order of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; (e) information or material transmitted through your computer, even if not submitted by you, that infringes, violates or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy or other right of any person or defames any person; (f) any misrepresentation made by you; or (g) our use of your information as permitted under these Terms, the Privacy Policy, or any other written agreement between you and us. You will cooperate as fully required by us in the defense of any claim. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you will not in any event settle any claim without our prior written consent.

## **TERMINATION**

In our sole discretion, we reserve the right to terminate, suspend, or block your access to and use of the Site, without notice and liability, for any reason, including, without limitation, if we believe your conduct fails to conform with these Terms. We also reserve the right to investigate suspected violations of these Terms, including, without limitation, any violation arising from any emails you send to the Site or to us.

Any provision of these Terms, which by its terms, ought to survive, shall survive any termination of these Terms.

## **LOCATION OF SITE AND TERRITORIAL RESTRICTIONS**

Unless otherwise specified, the Site is presented solely for, and any coupons, promotions and programs are offered only to, residents of the United States of America, the U.S. Virgin Islands, Puerto Rico and Guam.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. We control and operate the Site from offices located in the United States and make no representations or warranties that the information, products or services contained on the Site are appropriate for use or access in other locations. Anyone using or accessing the Site from other locations does so on their own initiative and is responsible for compliance with United States' and local laws regarding online conduct and acceptable content, if and to the extent such laws are applicable. We reserve the right to limit the availability of the Site or any portion of the Site, to any person, geographic area, or jurisdiction, at any time

and in our sole discretion, and to limit the quantities of any content, program, product, service or other feature that we provide, and to offer different products or prices based on geographic area.

## **DISPUTES AND ARBITRATION**

Any dispute you have with us should be submitted to our Consumer Affairs Department within thirty days of the event giving rise to the dispute. The Consumer Affairs Department can be contacted via postal mail at: PO Box 12861, Norfolk, VA 23541, Attention: Consumer Affairs Department or via email at: [info@mastervitamins.com](mailto:info@mastervitamins.com). Please allow at least thirty (30) days for us to address your complaint prior to taking further action.

Except for disputes relating to the infringement of your or our intellectual property (such as trademarks, trade dress, copyright and patents) or where you or we are seeking a preliminary injunction (“Excluded Disputes”), you agree that all disputes between you and us (whether or not such dispute involves a third party) with regard to these Terms, your use of the Site, your purchase of any of our products, or any advertisement or promotion, will be resolved by binding, individual arbitration under the American Arbitration Association's rules for arbitration of consumer-related disputes and you hereby expressly waive trial by jury. Neither you nor we will participate in a class action or class-wide arbitration for any claims covered by this agreement.

This dispute resolution provision will be governed by the Federal Arbitration Act and, where consistent with the Federal Arbitration Act, California law. The arbitration will be conducted in the City of Norfolk, Virginia, in English by three arbitrators appointed in accordance with the American Arbitration Association’s rules. In the event the American Arbitration Association is unwilling or unable to set a hearing date within one hundred and sixty (160) days of filing the case, then either we or you can elect to have the arbitration administered instead by the Judicial Arbitration and Mediation Services. At your election, desktop or telephone arbitration, if available, can be used for claims of less than \$10,000. In-person arbitration hearings will be conducted at the time the dispute is submitted to arbitration. If your claim is for less than 5,000 and successful, we will pay the costs of the arbitration (not including your attorneys’ fees. In all other cases, you will pay 50% of the cost of any arbitration and you alone will be responsible for your attorney's fees. Judgment on the award rendered by the arbitrators may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrators will not have authority to award punitive or exemplary damages.

**THE SUBSTANTIVE LAWS (AS DISTINGUISHED FROM THE CHOICE OF LAW RULES) OF THE COMMONWEALTH OF VIRGINIA SHALL GOVERN THE VALIDITY AND INTERPRETATION OF THESE TERMS AND ALL CAUSES OF ACTION (WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THESE TERMS OR THE TERMINATION OF THESE TERMS. THE UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE, SHALL NOT APPLY.**

You agree that any action at law or in equity relating to the arbitration provision of these Terms or the Excluded Disputes will be filed only in the state or federal courts located in the City of Norfolk, Virginia and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

If any provision of these Terms is held to be unlawful, void, or for any reason unenforceable by a court of competent jurisdiction or during an arbitration per the arbitration terms above, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions. We reserve the right to change this dispute resolution provision, but any such changes will not apply to disputes arising before the effective date of the amendment. This dispute resolution provision will survive the termination of any or all of your transactions with us.

## **MISCELLANEOUS**

Our failure to insist upon or enforce strict performance of any provision of these Terms or to act with respect to a breach of these Terms by you or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches. No waiver by us of any of these Terms will be of any force or effect unless made in writing and signed by a duly authorized officer, nor will such a waiver be deemed a further or continuing waiver of such term or condition or any other term or condition. Neither the course of conduct between the parties nor trade

practice will act to modify these Terms. We may assign our rights and duties under these Terms to any party at any time without any notice to you. However, you may not assign, transfer, or sublicense these Terms except with our prior written consent. Headings and paragraph or section titles are inserted only as a matter of convenience and do not, and shall not be used to, explain any paragraph or provision. You agree that these Terms will not be construed against us by virtue of our having drafted these Terms.

## **OUR RIGHT TO UPDATE THESE TERMS**

We reserve the right to modify or add to these Terms at any time without prior notice ("Updated Terms"). You agree that we may notify you of the Updated Terms by posting them on the Site so that they are accessible via a link on the home page, and that your use of the Site after we have posted the Updated Terms (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the Updated Terms. Therefore, you should review these Terms before using the Site. The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms, and will apply to your use of the Site from that point forward.

## **CONTACT INFORMATION**

If you have any questions or concerns regarding our Terms of Use, please contact us by email at [info@mastervitamins.com](mailto:info@mastervitamins.com).