

# Terms of Use

This website, mobile application, and/or electronic service (collectively, the "Services") is owned and operated by Olimedics and/or its subsidiaries or affiliates ("Company," "we," or "us"). These Terms of Use apply to your use of the Services or other websites, mobile applications, or electronic services on which these Terms of Use ("Terms") are posted.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING ANY SERVICES.

The Company offers the Services conditioned upon your acceptance of these Terms, and your continued use of the Services constitutes your agreement to these Terms. If you do not wish to be bound by these Terms, do not access or use the Services.

Note that special terms apply to some features offered through certain Services, like subscription-based services, rules for particular contests or sweepstakes or other features or activities. These terms are posted in connection with the applicable service or product offering. Any such terms are in addition to these Terms, and in the event of a conflict, prevail over these Terms.

You acknowledge that these Terms are supported by reasonable and valuable consideration, the receipt and adequacy of which are hereby acknowledged. Without limiting the generality of the foregoing, you acknowledge that such consideration includes your use of the Services and receipt of data, materials and information available at or through the Services, the possibility of our use or display of User Submissions (as defined below) and the possibility of the publicity and promotion from our use or display of User Submissions.

## Your License to Access and Use the Services and Ownership

The content, information, software, designs, materials, functions and data included in and contained on the Services (the "Content") are protected by intellectual property and other laws. You must comply with these and any other applicable laws when you use the Services.

Unless indicated to the contrary and subject to your strict compliance with these Terms, you may access and use the Services only for personal, non-commercial use, or in connection with your authorized purchase or sale of our products. In connection with these uses, Company grants you a limited, non-exclusive, revocable, non-assignable, personal and non-transferable license to: access, copy, download, display, view, use, play and/or print one (1) copy of the Content made available on the Services on a personal computer, mobile phone or other wireless device, or other Internet enabled device (each, an "Internet Device"), provided that you: (a) keep intact all copyright and other proprietary notices, (b) make no modifications to the Content, and (c) do not use the Content in a manner that suggests an association with any of our products, services or

brands. Any business use, "re-mailing" or high-volume or automated use of Services is prohibited.

In the event that we offer downloads of software on a Service and you download such software, the software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the "Software") are licensed to you by us or third-party licensors for your personal, non-commercial use only. Your use of the Software may be governed by additional terms, which may be included with the Software. Please carefully read any additional terms to determine the full extent of conditions governing the use of such Software. We do not transfer title to the Software to you. You may not copy, reproduce, distribute or otherwise exploit the Software or decompile, reverse engineer, disassemble or otherwise reduce the Software to a human-readable form. Note that if you install certain applications that may be available via the Services, you consent to the download of Software to your Internet Device and accept these Terms and any additional terms related to such application.

We reserve all rights in the Content and the Services that we do not specifically grant in these Terms. Without limitation, you may not modify, distribute, transmit, perform, broadcast, publish, license, reverse engineer, transfer or sell, or create derivative works from, the Services or any Content unless you obtain our prior written approval. You also may not use the Services in a way that could harm us or any third party. For example, you may not use the Services in a way that could:

- damage or interfere with the proper working of the Services;
- intercept any Content or information that we have not intentionally made available to you or defeat any access controls that we have implemented;
- give you access to the Services or Content using any interface other than the interface that we provide, or attempt to "scrape" or "harvest" Content, except if you use a "robot" program in connection with a bona fide internet search engine and we do not instruct you not to access the Services using that program;
- frame the Services, display any Content in connection with an unauthorized logo or mark, or do anything that could suggest falsely a relationship between us and any other party;
- convey unauthorized claims about the curative or health enhancing effects of our products or suggest that we have made such claims; or
- otherwise adversely impact the operation of the Services, the Company, or any third party.

In addition to our other legal rights, we may limit or terminate your license to use the Services, or certain features of the Services, at any time and for any reason, without prior notice to you including our belief you violated these Terms.

#### Registration and Access Restrictions

You may be required to register for an account with us in order to use certain features of the Services. If you elect to take advantage of such features, you must register through the Services by completing the applicable registration form to create your account with a unique username and password. The decision to provide this information is purely optional; however, if you elect not to provide such information, you may not be able to access certain Content or participate in certain features of the Services. You agree to: (a) provide true, accurate, current and complete information about yourself when we request it; (b) maintain and promptly update this information to keep it true, accurate, current and complete to the extent the Services permit such updates; (c) use limited-access portions of the Services only using access credentials that we have issued to you; and (d) exit your account at the end of each session in which you have logged-in to the Services.

You must maintain the confidentiality of any access credentials that we issue to you and may not share them with any other person. You must notify the Company immediately of any unauthorized use of your credentials or any other breach of security. Even if you notify us, you will be responsible for any activities that occur using your access credentials, including any charges resulting from the use of your account.

#### No Professional Advice or Medical Information

The Services do not provide medical advice, diagnosis or treatment, and the information included on the Services is offered for informational purposes only. Some portions of the Services may allow you to submit questions either to us or to third parties who have agreed to communicate with our users. Although we provide information about our products through the Services, neither our employees nor these third parties are authorized to provide medical or other professional advice through the Services. We also have not confirmed the qualifications of any third party who provides information through the Services, even if that third party lists his or her qualifications. As a result, you should never use the information you obtain on the Services for diagnosis or treatment of any health problem or in place of any medication or other treatment prescribed by a physician or other healthcare provider.

Please consult with your physician or other healthcare provider if you have health-related questions before using any of our products or relying on any information you obtain on the Services. You should discuss any medications or nutritional supplements you are using with a healthcare provider before using any new medications or supplements.

*The statements on the Services have not been evaluated by the Food and Drug Administration. Our products are not intended to diagnose, treat, cure or prevent any disease.*

#### Privacy

Our [Privacy Policy](#) describes our practices with regard to personal information that we collect through the Services. The Privacy Policy is incorporated into these Terms by reference, and by using the Services you agree to our use of any information that we collect from you in conformance with our Privacy Policy.

## User Submissions

The Services may allow you to submit, embed, display, transmit, or otherwise distribute audio, video, text, or other materials (collectively, "User Submissions") to or through the Services. When you provide User Submissions, you grant to the Company a non-exclusive, royalty-free, fully paid, perpetual, worldwide, irrevocable and fully sublicensable and transferable (in whole or in part) license under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights you own or control to: (i) use, reproduce, transmit, modify, index, adapt, publish, translate, create derivative works from, distribute, display and otherwise exploit such content throughout the world in any media, whether now known or hereafter invented, including for any and all purposes, including commercial or marketing purposes, all without further notice to you, with or without attribution, and without the requirement of any permission from or payment to you or any other person or entity, and (ii) to use your name, persona or likeness alone or in connection with such uses, without any obligation or remuneration to you. Without limitation, the granted rights include the right to: (a) configure, host, index, cache, archive, store, digitize, compress, optimize, modify, reformat, edit, adapt, publish in searchable format, and remove such User Submissions and combine same with other materials, and (b) use any ideas, concepts, know-how, or techniques contained in any User Submissions for any purposes whatsoever, including developing, manufacturing, and marketing products and/or services. Except as prohibited by law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any User Submissions, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section.

Except as provided in our [Privacy Policy](#), we do not guarantee that User Submissions will be private, even if the User Submission is in a password-protected area. Accordingly, you should not provide User Submissions that you want protected from disclosure. Except as otherwise described in the Services posted Privacy Policy you agree that: (a) your User Submissions will be treated as non-confidential-regardless of whether you mark them "confidential," "proprietary," or the like - and will not be returned, and (b) Company does not assume any obligation of any kind to you or any third party with respect to your User Submissions. Upon Company's request, you will furnish us with any documentation necessary to substantiate the rights to such content and to verify your compliance with these Terms. You acknowledge that the Services may be subject to breaches of security and that you are aware that submissions of User Submissions may not be secure, and you will consider this before submitting any User Submissions.

In your communications with Company, please keep in mind that the Company does not accept or consider any unsolicited ideas or materials for products or services, or even improvements to products or services, such as ideas, concepts, inventions, books, etc. (collectively, "Unsolicited Ideas and Materials"). Any Unsolicited Ideas and Materials you post on or send to us via the Services are deemed User Submissions and licensed to us as set forth above. In addition, Company retains all of the rights held by members of the general public with regard to your Unsolicited Ideas and Materials. The Company's receipt of your Unsolicited Ideas and Materials is not an admission by Company of their novelty, priority, or originality, and it does not impair

the Company's right to contest existing or future intellectual property rights relating to your Unsolicited Ideas and Materials. Notwithstanding any custom and practice to pay an individual for an idea (if any), nothing herein shall create an implied or express contract to compensate entrants for their Unsolicited Ideas and Materials and there is no obligation for Company to pay or otherwise compensate you for any of your ideas or materials in any communications with us, whatsoever.

By providing User Submissions through the Services, you represent, warrant and covenant that you own those User Submissions or otherwise have the right to grant to us the rights described in this section. You further represent, warrant and covenant that the User Submissions:

- will be accurate and will comply with these Terms;
- will be original with you or you have all necessary rights from third parties in order to post the User Submissions on our Services, without the need for any permission from or payment to any other person or entity to exploit, and to authorize us to exploit, such User Submissions in all manners contemplated by these Terms;
- will be respectful of others opinions so we can continue to offer interactive features for everyone to enjoy;
- will not cause injury to any person or entity, including as used by us in accordance with these Terms;
- will not be false, fraudulent, libelous, defamatory, sexually explicit, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal or otherwise objectionable;
- will not constitute or encourage violence or a criminal offense, violate the rights of any party, including intellectual property rights, or otherwise give rise to liability or violate any law;
- will not impersonate any other person, user, or company, or may be false, fraudulent, deceptive, inaccurate, or misleading, or that misrepresents your identity or affiliation with a person or company;
- will not include other peoples personal information, such as another person's address, phone number, e-mail address, social security number, credit card number, medical information, financial information, or any other information that may be used to track, contact, or impersonate that individual;
- will not contain software viruses, Trojan horses, spyware or any other technologies or malicious code that could impact the operation of the Services or any computer or device used to access the Internet or political campaigning, chain letters, mass mailings, or any form of "spam" and
- will not contain advertise or promote a product or service or include advertising or other commercial material, except with our prior written consent.

We may refuse or remove a User Submission without notice for any reason, including our belief that a User Submission may violate these Terms or be otherwise objectionable. However, we will have no obligation to review, monitor, display, post, store, maintain, accept or otherwise make use of, User Submissions, and you agree that neither we nor our employees or agents will be

liable for User Submissions or any loss or damage to you and any other person or entity resulting from User Submissions.

You are solely responsible for your interaction with other users of the Services, whether online or offline. You are and shall remain solely responsible for the User Submissions you distribute on or through any Services and for the consequences of submitting and posting same. You should be skeptical about information provided by others, and you acknowledge that the use of any User Submission is at your own risk. We are not responsible or liable for the conduct of any user or content of any User Submission. We do not endorse the opinions, advice or recommendations posted or sent by users in any User Submission, and we specifically disclaim any and all liability in connection therewith. We reserve the right, but have no obligation, to monitor or become involved in disputes between you and other users. Exercise common sense and your best judgment in your interactions with others (e.g., when you submit any personal or other information) and in all of your other online activities. If you discover any content that violates these Terms, then you may report it to: <http://www.olimedics.com/contact.html>.

We cannot and do not assure that other users are or will be complying with the foregoing or any other Terms, and, as between you and us, you hereby assume all risk of harm or injury resulting from any such lack of compliance.

#### Links to Third Party Site

The Services may contain links to other sites or electronic services that are not operated by our family of companies. These links are provided as a convenience to you. However, we do not represent that we have endorsed or evaluated the information on those other sites or electronic services. Your relationship with the operators of these third-party sites is governed by the terms and conditions and privacy policy, if any, of those sites, and not by these Terms. Therefore, you should review those documents before using the third-party services.

Nor can we be held responsible for the accuracy, relevance, legality or decency of material contained on Services retrieved in searches and/or listed in search results or identified on search results pages.

#### Commercial Transactions

The Services allow you to purchase products or services. To purchase any products or services through the Services, you must: (a) be at least eighteen years of age, (b) provide us with valid payment information associated with a credit card or other payment method that you are authorized to use, and (c) authorize us to charge your credit card or other payment method for the price of the products or services that you request, together with any taxes, fees, or shipping charges described on the Services.

We stand behind the products and services that we sell, and we will list the return policy that will apply to purchases from the Services. In general, we accept returns for a limited period of time following a purchase, and your sole remedy if you are dissatisfied with a product that you have purchased through the Services will be to return the unused portion of the product for a refund.

After the return period has expired, all sales are final, and we will not accept returns or issue refunds.

In offering product descriptions on the Services, we attempt to be accurate, but we do not warrant that any product description is accurate, complete, or error-free, nor do we represent that any product will diagnose, treat, cure, or prevent any disease. If you receive a product and believe that it materially differs from the product description, your sole remedy will be to return the product to us for a refund in conformance with the return policy listed on the Services. Likewise, we attempt to list the current price for each product that we sell, but a small number of products may be mispriced. In these cases, we will notify you before shipping the product of the corrected price and will either cancel your order or give you an opportunity to cancel your order or decide to keep your order.

### Electronic Communications

When you access or use the Services, send e-mails to us, or receive electronic communications from us, you are, and consent to, communicating with the Company electronically. We may communicate with you by e-mail or by posting notices through one or more of the Services. You agree that all notices, disclosures, agreements, policies, and other communications that the Company provides to you electronically satisfy any requirement that such communications be in writing.

### International Orders

By confirming your order for shipment outside the United States, you agree to the additional terms contained in this section.

If any package is returned to us because of an incorrect address, because you refuse the package, or for any other reason other than solely because of our error, you will be responsible for our shipping cost for the return and reshipment of the package. If the cost to return the package to us exceeds the cost of the goods ordered, or if you have ordered products that we are informed cannot be imported into the country of intended delivery, we may instruct the shipping company to abandon the package, but even if we do so, you will remain responsible for payment.

Additionally, you are considered the importer of record for all shipments from us, and must comply with all laws and regulations of the country of destination and all laws and regulations the United States imposed on exports to that country. You agree to pay any fees, fines, or other costs charged to us or to you in connection with any non-compliance with laws and regulations of the country of destination.

If we decide to allow return of an item that has been rejected because of import or other legal compliance issues, we will refund the purchase price of the merchandise, less any charges we incurred in connection with the shipment, such as quarantine fees, exam fees, demurrage charges, or warehousing fees assessed in the destination country or in the United States upon return of the goods, and less the shipping costs to return the package to us. Supply of goods, services and software through the Services is subject to United States export control and

economic sanctions requirements. By acquiring any such items through the Services, you represent and warrant that your acquisition comports with and your use of the item will comport with those requirements. Without limiting the foregoing, you may not acquire goods, services or software through the Services if: 1) you are in, under the control of, or a national or resident of North Korea, Sudan or Syria or if you are on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List, Unverified List or Entity List or 2) you intend to supply the acquired goods, services or software to North Korea, Sudan or Syria (or a national or resident of one of these countries) or to a person on the Specially Designated Nationals List, Denied Persons List, Unverified List or Entity List.

#### Copyright Infringement Notice

We respect the intellectual property rights of others. If you believe that Content on the Services violates your copyright, please send us a notice using the following contact information:

Legal Department  
Olimedics  
PO Box 8412  
St. Louis, MO 63132  
Attention: General Counsel

[Email:](#)

<http://www.olimedics.com/contact.html>

Your notice must include:

- a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- identification of the material that is claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit us to locate the material;
- information reasonably sufficient to permit us to contact the complaining party;
- a statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.



Upon receipt of a notice of claimed infringement that satisfies these requirements (or any statement in conformance with 17 U.S.C. §512(c)(3)), we will act expeditiously to remove or disable access to any Content that is claimed to be infringing upon the copyright of any person under the laws of the United States and will terminate the access privileges of those who repeatedly infringe on the copyrights of others. United States law imposes substantial penalties for falsely submitting a notice of copyright infringement.

## Disclaimers

Your use of the Services is at your sole risk. The Services are provided on an "as is" and "as available" basis. We reserve the right to restrict or terminate your access to the Services or any feature or part thereof at any time. We expressly disclaim all warranties of any kind, whether express or implied, including the implied warranties of merchantability and fitness for a particular purpose and any warranties that materials on the Services are non-infringing, as well as warranties implied from a course of performance or course of dealing; that access to the Services will be uninterrupted or error-free; that the Services will be secure; that the Services or the servers that makes the Services available will be virus-free or otherwise free of harmful components; or that information on the Services will be complete, accurate or timely. If you download any materials from the Services, you do so at your own discretion and risk. You will be solely responsible for any damage to your computer system or loss of data that results from the download of any such materials. No advice or information, whether oral or written, obtained by you from us or through or from the Services will create any warranty of any kind. We do not make any warranties or representations regarding the use of the materials on the Services in terms of their completeness, correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise. We do not make any warranties or representations regarding the use of the materials on the Site in terms of their completeness, correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise.

In certain states, the law may not permit the disclaimer of warranties, so the above disclaimer may not apply to you.

## Limitation of Liability

To the greatest extent permitted by applicable law, neither we, nor our suppliers or third party content providers, will be liable for any direct, indirect, punitive, exemplary, incidental, special, consequential or other damages arising out of or in any way related to: (1) the Services (including any delay or inability to use the Services), (2) any information, products or services advertised in or obtained through the Services, or (3) our removal or deletion of any materials submitted or posted on the Services, whether based on contract, tort, strict liability or otherwise, even if we or any of our suppliers have been advised of the possibility of damages.

We each agree that any dispute proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.

Your sole and exclusive remedy for any claims or disputes involving us that are not waived by these Terms will be to discontinue your use of the Services and to seek a refund of the money

you paid to us, if any, during the three months preceding your initiation of the claim or dispute. (Such a refund, in any case, will be governed by the applicable refund policy and the terms of sale specified on the Services or in these Terms.)

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THESE TERMS OF USE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

#### Indemnification

You agree to indemnify, defend and hold harmless the Company and its officers, directors, employees, contractors, agents, licensors, service providers, subcontractors and suppliers from and against any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys fees and court costs, arising from or in connection with your use of the Services or our products or services or any violation or alleged violation by you of these Terms or applicable law. We reserve the right, at our own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with us in the defense of such matter. You may not settle any claim covered by this Section or admit any liability on the part of the Company without the Company's prior written approval.

#### Jurisdiction and Venue

The laws of the State of New York govern these Terms and any dispute of any sort that may arise between you and the Company or its affiliates, without regard to conflict of laws rules, as if entered into by residents of New York and fully performed therein. You irrevocably consent to the jurisdiction of the state and federal courts located in or serving Suffolk County, New York for any action relating to the Services or these Terms. Notwithstanding any other provision of these Terms, we may seek injunctive or other equitable relief from any court of competent jurisdiction.

Regardless of any statute or law to the contrary, you must file any claim or action related to use of the Services or these Terms within one year after such claim or action accrued. Otherwise, you will waive the claim or action.

We make no representation that Content on any Services is appropriate or available for use in any particular location. Those who choose to access the Services do so on their own initiative and are responsible for compliance with all applicable laws including any applicable local laws.

#### Changes to These Terms of Use

We reserve the right, in our sole discretion, to change these Terms at any time by posting revised terms on the Services. It is your responsibility to check periodically for any changes we may make to these Terms. Your continued use of the Services following the posting of changes to these terms or other policies means you accept the changes.

#### Termination

These Terms of Use constitute an agreement between you and the Company, which the Company may terminate in its sole discretion, in whole or in part, at any time and for any reason. If the Company terminates this agreement with you, you may no longer access the Services. Upon termination of this agreement and/or your access to the Services, you will immediately destroy any copies of any Content, whether in printed or software format. Otherwise applicable portions of the Terms of Use survive termination of these Terms, including applicable portions of the sections relating to No Professional Advice or Medical Information; User Submissions; Links to Third Party Websites; Electronic Communications; Disclaimers; Limitation of Liability; Indemnification; Jurisdiction and Venue; Termination; and Entire Agreement, Severability, No Waiver.

Entire Agreement; Severability; No Waiver

These Terms, together with the Privacy Policy incorporated within them by reference and any policies that we post on the Services, including the Mobile Alerts Terms of Use, constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to such subject matter. If any provision of these terms is deemed unlawful, void or unenforceable, the remaining provisions will remain in place and the invalidated provision will be deemed replaced by an enforceable provision that most closely reflects the intent of the parties.

Our failure to exercise or enforce any right or provision in these Terms will not constitute a waiver of that right or provision or any other rights or provisions included within the Terms.

How to Contact Us

If you have any questions or comments about these Terms or the Site, please contact us by:

Legal Department  
Olimedics  
PO Box 8412  
St. Louis, MO 63132  
Attention: General Counsel

[Email:](#)

<http://www.olimedics.com/contact.html>

Thank you for visiting our Site.

Last Updated: July 2015.