

## Best Wellness Solutions Terms of Use

Effective Date: 11/01/2017

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## **Sale of Products**

You may be provided with the opportunity to purchase products and/or services through the Best Wellness Solutions Website or from third party web sites linked to the Best Wellness Solutions Website. In addition, some products that you purchase from the Best Wellness Solutions Website may be processed by third parties, such as laboratories that process blood tests. These products and services are not provided by Best Wellness Solutions. Products and services purchased through or provided by third-party web sites are subject to the terms and conditions of such third parties and their web sites, and Best Wellness Solutions shall have no liability or responsibility for such purchases.

## **Health-Related Information**

Any statements on this Website or any materials or supplements distributed or sold by Best Wellness Solutions have not been evaluated by the Food and Drug Administration (FDA). Neither the products nor the ingredients in any of the products available on the Website have been approved or endorsed by the FDA or any regulatory agency. The products on the Website are not intended to diagnose, treat, cure or prevent any disease. The information on this Website or in Best Wellness Solutions e-mails is designed for educational purposes only and is not intended to be a substitute for informed medical advice or care. This information should not be used to diagnose or treat any health problems or illnesses without consulting a doctor. If you are pregnant, nursing, taking medication, have a history of heart conditions, or any other medical condition, we suggest consulting with a physician before using any of our products.

While the advice of our wellness specialists is based on their knowledge and experience, their advice and recommendations are not intended to replace the advice of

your physician. You are encouraged to seek advice from a competent medical professional regarding the applicability of any recommendation with regard to your symptoms or condition.

Additionally, these products are not intended for use by persons under 18 years of age.

## **Modification**

Best Wellness Solutions reserves the right to modify or discontinue, temporarily or permanently, the Website as a whole and any or all of the Website features, products, prices of products, services or information appearing on, or available through, any or all of the Website with or without notice to you. You agree that Best Wellness Solutions shall not be liable to you or any third party for any modification or discontinuance of such features, products, prices, services, or information on the Website or the Website itself.

## **Privacy Policy**

The registration data and certain other information about you is subject to our Privacy policy. Please review the full privacy policy.

## **Submission Of Information and/or Material**

You agree that you will, at all times, provide true, accurate, current, and complete information when submitting information or materials on this Website, including, without limitation, when you provide information via a Website registration or submission form. If you provide any false, inaccurate, untrue, or incomplete information, Best Wellness Solutions reserves the right to terminate immediately your access to and use of this Website. In addition, you agree that you will not make any transmission or submission to this Website that violates any laws or regulations or infringes or violates the rights of any person or entity. By making communications or submitting information, success stories, testimonials, feedback, and/or photographs (collectively, "Submissions") to the Website, chat rooms, message or discussion boards or other forums, such as success stories or testimonials, or in contests, you agree that such Submission is not confidential for all purposes and we shall not be liable for any use or disclosure of any such Submissions by us or others. If you make any such Submission, you automatically grant Best Wellness Solutions a royalty-free, perpetual, irrevocable, world-wide nonexclusive license to use, reproduce, create derivative works from, modify, publish, post, disseminate edit, translate, distribute, perform, and display the Submission (including, without limitation, your photograph or likeness) in any media or medium, or any form, format, or forum now known or hereafter developed and waive any and all moral rights in the Submissions. Best Wellness Solutions may sublicense its rights through multiple tiers of sublicensees. Best Wellness Solutions is not and shall be under no obligation (1) to maintain any Submissions in confidence; (2) to pay compensation for any Submissions; or (3) to respond to any Submissions.

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## **Indemnity**

You agree to indemnify and hold us, our related companies and each of our and their respective directors, officers, employees, agents, affiliates, third party information providers, licensors, contractors and others involved in the delivery of products, services or information through the Website (collectively, "Indemnified Parties"), arising from, in connection with, or relating to, any breach of these Terms of Use by you. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees and litigation expenses the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the information accessed through the Website.

## **Governing Law**

This agreement and its performance shall be governed by the laws of the state of Florida, United States of America, without regard to its conflict of law provisions. Should the arbitration provision below be found to be inapplicable or unenforceable, you consent and submit to the exclusive jurisdiction of the state and federal courts located in the County of Broward, state of Florida, United States of America, in all questions and controversies arising out of your use of the Website and this Agreement. To the extent allowed by applicable law, any claim or cause of action arising from or relating to your access or use of the Website must be brought within two (2) years from the date on which such claim or action arose or accrued. You also acknowledge and agree that any applicable state law implementation of the Uniform Computer Information Transactions Act (including any available remedies or laws) shall not apply to this Agreement and is hereby disclaimed. A printed version of this Agreement and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent as other documents and records

originally generated and maintained in printed form. Please contact Best Wellness Solutions if you wish to receive a printed copy of this Agreement.

## **ARBITRATION AND CLASS ACTION WAIVE**

Any controversy or claim arising out of or related to the use of the WEBSITE or Service that cannot be resolved through AN informal process or through negotiation within 120 days shall be settled by binding arbitration administered by the American Arbitration Association, and judgment on the award rendered may be entered in any court having jurisdiction thereof. The arbitration will be conducted in the COUNTY OF BROWARD but may proceed telephonically (if the claimant so chooses). IF YOU INITIATE AN ARBITRATION, BEST WELLNESS SOLUTIONS WILL PROMPTLY REIMBURSE YOU FOR ANY STANDARD FILING FEE WHICH MAY HAVE BEEN REQUIRED UNDER PROCEDURES ONCE YOU HAVE NOTIFIED Best Wellness Solutions IN WRITING AND PROVIDED A COPY OF THE ARBITRATION PROCEEDINGS.

BY AGREEING TO THIS ARBITRATION AGREEMENT, YOU ARE GIVING UP YOUR RIGHT TO GO TO COURT, INCLUDING YOUR RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS ACTION. In arbitration, a dispute is resolved by a neutral arbitrator or panel of arbitrators, rather than by a judge or jury. Arbitration is more informal than a court trial; however, an arbitrator can award the same relief that a court can award. The arbitration will be administered by the American Arbitration Association (“AAA”), and may be conducted under AAA’s Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, the “AAA Rules”) in effect at the time of the dispute. You may obtain copies of the AAA Rules and forms and instructions for initiating arbitration by visiting the AAA website at [www.adr.org](http://www.adr.org), or by calling AAA at (800) 788-7879.

You agree that disputes will only be arbitrated on an individual basis and shall not be consolidated, on a class wide, representative basis, or with any other arbitration(s) or other proceedings that involve any claim or controversy of any other party. If for any reason this arbitration clause is unenforceable or inapplicable, both you and we agree, to the extent permissible by law, to waive any right to pursue any claims on a class action basis. If any portion of this class action waiver is limited, void, or unenforceable, then our agreement to arbitrate under this section will not apply and any controversy or claim must be brought exclusively in the state and federal courts in FLORIDA.

## **Limitation of Liability and Disclaimer**

You expressly agree that use of our Website is at your sole risk and is provided on an “as is” and “as available” basis to the fullest extent permissible pursuant to applicable laws.

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## **Termination of Account**

These Terms of Use will take effect at the time you place an order, register, respond to a request for information, or begin downloading, accessing, or using the Website, whichever is earliest. Best Wellness Solutions reserves the right at any time and for any reason to deny you access to this Website or to any portion thereof, and Best Wellness Solutions shall have the right to immediately terminate a user's account in the event of any conduct by a user which Best Wellness Solutions, in its sole discretion, considers to

be unacceptable, or in the event of any breach by a user of these Terms of Use. Termination will be effective, with or without notice. You may also terminate these Terms of Use at any time by ceasing to use the Website, but all applicable provisions of these Terms of Use will survive termination. The provisions concerning Best Wellness Solutions's proprietary rights, Submissions, indemnity, disclaimers of warranty and liability, admissibility of these Terms of Use, and governing law will survive the termination of these Terms of Use for any reason.

## **Notice and Procedure for Making Claims of Copyright Infringement**

If you believe that your copyrighted work has been used or displayed on our website in a way that constitutes copyright infringement, please report the alleged infringements by completing the following steps and by notifying Best Wellness Solutions Designated Agent, as listed below. Pursuant to Title 17, United States Code, Section 512(c)(2), all notifications of claimed copyright infringement should be sent ONLY to our Designated Agent.

The Notification of Claimed Infringement must include the following:

1. (1) An electronic or physical signature of the owner or of the person authorized to act on behalf of the owner of the copyright interest;
2. (2) Identification of the copyrighted work (or works) that you claim has been infringed;
3. (3) A description and identification of the material that you claim is infringing, and the location where the original or an authorized copy of the copyrighted work exists (for example, the URL of the page of the website where it is lawfully posted; the name, edition and pages of a book from which an excerpt was copied, etc.);
4. (4) A clear description of where the infringing material is located on our Website, including as applicable its URL, so that we can locate the material;
5. (5) Your contact information, including your name, address, telephone number, and e-mail address;
6. (6) A statement that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
7. (7) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our agent designated to receive claims of copyright or other intellectual property infringement may be contacted as follows:

Best Wellness Solutions Legal Department  
16101 Melrose St  
Overland Park, KS 66221



## Miscellaneous

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## How To Contact Us

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Best Wellness Solutions  
16101 Melrose St  
Overland Park, KS 66221

Contact Best Wellness Solutions at [support@bestwellnesssolutions.com](mailto:support@bestwellnesssolutions.com)