

healthstore4u.com  
Something Healthy, LLC.

**Effective on March 20th, 2020**

**DEAR CUSTOMER:**

The statements on the website Something Healthy LLC., healthstore4u.com have not been evaluated by the Food and Drug Administration. These products are not intended to diagnose, treat, cure or prevent any disease. Claims based on traditional homeopathic practice, not accepted medical evidence. Not FDA evaluated.

We work to ensure that product information is correct; however, brands may make changes to product from time to time, and actual product packaging and materials may contain more and/or different information than that shown on our website. Please consult all labels, warnings, and directions prior to using or consuming products for the most accurate.

**We are protecting your privacy and improving your shopping experience.**

Something Healthy, LLC has created this privacy policy in order to demonstrate our firm commitment to your privacy. Please read this policy carefully to understand our practices regarding information gathering and use for this web site, www.healthstore4u.com (the "Site"). If you are using the Site on behalf of an individual other than yourself or on behalf of an entity, you represent that you are authorized by such individual or entity to act on such individual or entity's behalf and that such individual or entity acknowledges the practices in this policy. We may change or add to this policy, so we encourage you to review it periodically. If you have questions or concerns regarding our policy, you should contact us by email [sth.healthy@gmail.com](mailto:sth.healthy@gmail.com).

We may update this Privacy Policy at any time. You can always view the current Privacy Policy by clicking on the Privacy Policy link at the bottom of the website. By using our sites and services, you consent to this Privacy Policy. We protect your privacy and uses of your information are limited to the ways outlined in this notice, except as required by law and/or to comply with a judicial proceeding, court order, or legal process served on our website.

Below are examples of how data we collect, use, and share helps us create a better, safer experience on our website.

- ⇒ Providing products and services that enhancing your shopping experience with us.
- ⇒ Developing new products and services to meet your needs.
- ⇒ Better understanding your use of our products, services and websites.
- ⇒ Determining your satisfaction with our programs and services.
- ⇒ Handling customer service cases.
- ⇒ Analyzing the performance of our products, services, and retail experiences and looking for ways to make them better.
- ⇒ Sending relevant information and personalized ads and other communications, including ways to save on items you buy most often or that you might like based on your past behavior.
- ⇒ Providing personalized content and experiences on our websites, mobile apps and mail.
- ⇒ Displaying personalized offers, information and ads from us or our marketing partners.
- ⇒ Sending product recall notifications to help keep you and your family safe.
- ⇒ Responding to your comments, requests, questions.
- ⇒ Processing payments securely.
- ⇒ Fulfilling orders correctly.
- ⇒ Safeguarding the property or other rights of our customers, associates and the company.
- ⇒ Legal compliance for purchase of certain products or where otherwise required by law.
- ⇒ Providing product or service functionality that you have requested.
- ⇒ To send marketing communications such as product discounts and personalized promotions and special offers.
- ⇒ To communicate with you about orders, purchases, returns, services, accounts, programs, contests and sweepstakes.
- ⇒ Responding to communications you send us.
- ⇒ Assisting you with customer service requests and inquiries.
- ⇒ Development and distribution of new products and services like mobile applications.
- ⇒ Completing e-commerce transactions.
- ⇒ Delivering advertisements and promotions to you after you have visited our website, used one of our mobile applications, or otherwise engaged with us online.
- ⇒ Targeting advertisements for products, services, promotions, and other business activities you may be interested in.
- ⇒ Developing statistics on engagement with our online properties and measuring how well our marketing and promotional activities perform.
- ⇒ Identifying and preventing fraud or identity theft.
- ⇒ Maintain appropriate records for internal administrative and other business purposes.
- ⇒ Facilitate the functionality of our websites and mobile applications.
- ⇒ Provide notice of product recalls.
- ⇒ At times we may provide third parties with certain personal information to provide or improve our products and services, including to deliver products at your request, or to help market to consumers. When we do, we require those third parties to handle it in accordance with relevant laws. Personal information will never be shared with third parties for their marketing purposes. For example, when you order online, you select a shipping service and you authorize us to exchange the information you provide during the order process to carry out the requested services (such as delivery).

Here are the categories of personal information we may collect from you or about you:

- ⇒ Unique Personal Identifiers that may include but are not limited to your legal name or preferred alias, online identifiers like user account names, state and federal government ID number (where required), and your signature.
- ⇒ Demographic information like your level of education, type of employment, information about your health, information about insurance coverage you might carry, or other demographic information shared with us through third parties, such as social media or publicly available sources.
- ⇒ Contact Information such as your email or postal address and phone number.
- ⇒ Financial and payment Information like your bank account, credit and debit card numbers and your credit history.
- ⇒ Behavioral Information such as your purchase and transaction histories, geolocation data IP Address collected from your computers and mobile devices, and information about what you do online, including your interactions with our social media posts.
- ⇒ Inferences we make about you like demographic interest segment that we believe are relevant to you and your household based on analysis of other information we have collected.
- ⇒ Monitoring records from our customer contact centers.
- ⇒ Other types of personal information that we may disclose to you prior to the point of first collection

- ⇒ Order information you give us: If you place an online order, our secure order form requests contact, billing, and financial information (such as your credit card numbers for purchases). Contact information from the order form (email address, name, billing and shipping address, and phone number) is used to send orders and information about our company to you.
- ⇒ Your name, billing and delivery address, e-mail address, phone (or mobile) number, an Encrypted version of your credit/debit card number, an Encrypted version of your password, communication and preferences, information on how you are using the Sites, your purchase, return, exchange information.
- ⇒ We collect information when you purchase, order, return, exchange or request information about our products and services from the Sites or mobile applications.
- ⇒ We collect information when you create a healthystore4u.com account.
- ⇒ We collect information when you connect with us regarding customer service via our customer service center, or on social media platforms.
- ⇒ We collect information when you visit the Sites or participate in interactive features of the Sites or mobile applications.
- ⇒ We collect information when you use a social media service.
- ⇒ We collect information when you sign up for e-mails, mobile messages, or social media notifications from us.
- ⇒ We collect information when you enter a contest or sweepstakes, respond to one of our surveys, or participate in a focus group.
- ⇒ We collect information when you provide us with comments, suggestions, or other input.
- ⇒ We collect information when you interact with us through your computer, tablet or mobile device.
- ⇒ If you choose to create an account, your login information is stored with any other information you associate with your account.

We collect some information when you visit websites or use our mobile apps, or when you use our online services or view our online advertisements. The information we may collect falls into three different main categories: (1) information you give us; (2) information we collect from you automatically; and (3) information we collect from other sources. These other sources may be service providers, data brokers, consumer research firms, publicly available sources, or other third parties with whom you interact or do business. For example, when you connect to one of our websites or mobile apps through a third party, we may collect information from their website. For example, if you choose to associate your social media identity with healthystore4u, something healthy, LLC the site may provide us with certain information from your social media account as permitted by your account settings. We may collect personal information and link it to other information we already know about you. For example, we may associate your online shopping activity with when you engage with our websites or mobile apps. Additionally, when you are logged in to our websites or use our mobile apps, we may link the device IDs or types to your account to understand your online activity. This includes pages you visit on our websites, items you add to your online shopping list, coupons you may redeem from us, and purchase information.

When you visit our websites, access our mobile apps or open one of our emails, we may automatically collect information about you using tracking technologies, including:

- ⇒ Internet Protocol address
- ⇒ Unique device or user ID
- ⇒ System and browser type
- ⇒ Referring website address
- ⇒ Content and pages you access on our websites or mobile apps
- ⇒ Dates, times and locations when actions take place

We use this technology for system administration and troubleshooting, to identify you so we can enhance your online experience, and to deliver targeted advertising. Our sites do not respond to browser Do-Not-Track signals. These cookies are often collected by or otherwise shared with service providers as well as third party advertising partners.

We use third-party technology to better understand your online behavior. By doing so, we can present relevant content online and send you relevant emails. Our Privacy Policy does not cover the use of cookies by others, including third parties whose services or sites may be linked to from our sites and services, or third party analytics or online tracking companies. We provide links to third-party websites in order to provide additional goods, services or information to our customers. Something Healthy LLC., healthystore4u.com is not responsible for information you provide directly to a third party. Any information or specific information, such as data, that you provide when accessing a third-party website is subject to that company's privacy policy. If you register for or use such third-party websites, both healthystore4u.com and the third party may receive information collected through the use of the websites, as described in the privacy policies on those websites. As with all website owners, we also do not have access or control over the cookies placed on your computer by other websites you may visit. Our websites are for a general audience and are not geared toward children. We do not knowingly collect personal information from children under the age of 18 without prior consent of a parent or guardian. If you believe your child may have disclosed personally identifiable information to us, please contact us [sth.healthy.com](mailto:sth.healthy.com) and we will remove it.

We share the information we collect and also with our parent company, affiliates, service providers, marketing partners, and other third parties. We may share data with third parties for the following business purposes: After placing an online order, your contact information including your email address will be used to get in touch with you should we have questions regarding your order or should we need to notify you of the status of your order. Your credit card information is transmitted securely to our third party processing provider in compliance with Payment Card Industry standards. You will automatically be registered to receive our email newsletter, which you are able to opt out of at any time by accessing your user account, following the unsubscribe link found in the email newsletter, or sending an email to [sth.healthy@gmail.com](mailto:sth.healthy@gmail.com) with the word UNSUBSCRIBE followed by your email address in the subject of the email (example: UNSUBSCRIBE [youremail@emailaddress.com](mailto:youremail@emailaddress.com)). We may share your information within our company and our subsidiaries and affiliated companies for the purposes of decision making, reporting, management, analysis, administer programs, promote service offerings and other business purposes. We may share your information with our service providers who provide us support services such as hosting our websites, postal delivery and electronic mail, mobile messages, product and service delivery, conducting analysis to improve our products, websites and store experiences, fulfilling orders you place, manage payments and answer your questions. Service providers only use the information they receive from us for the purposes we hired them for, we don't allow them to retain, use, or otherwise handle the data for their own purposes. We may share your information to display online, mobile or other advertising based on your purchases, activity on websites and mobile apps, and preferences you share with us so we can provide you with promotions and special offers that may interest you. We may also share information with marketing partners to help us analyze data, sometimes combined with other sources, so that we can send more relevant communications to you. We may share your information to develop and provide special services or offers that may interest you. We may also share your information where you intentionally interact with a third party, such as where you click on a link to a third-party website, product or service from a websites, products, applications, or services. We may also help you establish your own direct relationship with another party. For example, when you place an order, you authorize us to exchange the information you provide during the order process to carry out that service. In these cases, we may help you transfer some of your information needed for that service, just so you don't need to manually retype it. In these cases, we will continue to meet all your privacy rights with the data we hold, but you now also have a new direct privacy rights relationship between you and that third party. When we share with third parties, we require those third parties to handle the information in accordance with relevant laws. Personal information will never be shared with third parties for their marketing purposes. We may also share your information in an aggregated way that does not directly identify you but can be used for statistical analysis and other business purposes. We may share your information where we believe the disclosure is required by law, or otherwise necessary to comply with the law, regulatory requirements, requests from public authorities, or to enforce our agreements or policies, to protect the rights and property of our customers, the company, our partners or the public (including for fraud prevention purposes). Additionally, if business unit is sold to another company, we will maintain our current Privacy Policy until data is transferred to that new company and data is covered by their privacy policy.

Your password and login information are never shared. But it is your responsibility to select a strong password, not reuse or share your password, and alert us if you have any concerns about unauthorized use of your account. If you are a registered customer, you may log into your account and view or modify the account information on file, including personally identifiable information, recent orders, payment settings, shopping lists. We implement and maintain reasonable security practices and procedures appropriate to the nature of the information we maintain, including appropriate technical, administrative and physical procedures to prevent loss, misuse or alteration of your information. We

also comply with payment card industry data security standards for the processing of credit and debit card transactions. We encourage you to use complex passwords and to change them regularly. While we use both passwords and usernames to protect information online, we also take reasonable steps to protect your information offline. Only Associates who need the information to perform a specific job are granted access to our customers' data. Associates who violate customer privacy safeguards are subject to disciplinary action, including termination.

We store personal information we've collected from or about you:

- ⇒ Where you have created an account on our website or one of our mobile applications, for as long as you maintain your account
- ⇒ As long as required by law, or as needed to enable us to exercise our rights and perform our obligations under our applicable terms of service, including this privacy notice.
- ⇒ Long enough to enable us to contact you with recalls and other safety related information that relates to products you have bought from us.

While we are confident ordering online is safe and secure, if for any reason you cannot access the secure server or feel uncomfortable ordering online, please feel free to place your order with us by email [sth.healthy@gmail.com](mailto:sth.healthy@gmail.com). As a general practice, it is important for you to protect against unauthorized access to your password and to your computer. If using a shared computer, be sure to log out of your account prior to leaving the computer. At any time, you can adjust your communication preferences including opting out of promotional mailings, from within your account. You also have the right to disable your account. To do so, you may email us: [sth.healthy@gmail.com](mailto:sth.healthy@gmail.com). Interest-based advertising (sometimes called "online behavioral advertising") uses information collected from your online behavior across multiple websites that you visit, or across multiple devices you may use, in order to predict your preferences and show you ads that are most likely to be of interest to you. In an effort to provide you with relevant content and offers that may be useful to you, we may partner with third-party companies to display content, offers or advertising that is tailored to your interests based on how you browse and shop online and in our stores. These third-party companies use information and technologies such as browser type, hardware or software information, cookies, session ID, time or date, click-stream information or static IP addresses. We may provide your personal information to third-party companies that display purchase-based or interest-based ads. In addition, others (advertisers and ad networks, ad serving companies, or other service providers) may infer user interests or purchase history based on interactions with, or clicks on, personalized ads or content. This Site has security measures in place to help protect the loss, misuse, and alteration of the information under our control. Your information is only available to you once you login to the Site. All Shopping Cart transactions are conducted on a secure server, which means the information you enter will be encrypted. While we employ security technologies and procedures to assist safeguarding your personal information, no system or network can be guaranteed to be 100% secure and we do not guarantee its security.

We may update this policy at any time. We will notify you about significant changes in the way we treat personal information by sending a notice to the primary email address specified in your account and/or by placing a notice on the Site. Nevada consumers have the right to instruct us not to "sell" "covered information" as those terms are defined by Chapter 603A of the Nevada Revised Statutes. We do not currently "sell" "covered information" of Nevada "consumers," and we have no plans to do so. In the event we choose to sell covered information in the future, we will update this online privacy policy to provide an opportunity for Nevada consumers to be verified and exercise their opt-out rights under that law. If you are a California resident, you may have additional rights under the California Consumer Privacy Act ("CCPA") regarding your "personal information." Personal information does not include information reflecting business-to-business communications such as those facilitated by this Site. Information that we may collect and process about you to deliver products and services is exempt from the CCPA. We may voluntarily provide details on the sources, uses, and similar details of the information we may process about you and reserve the right to determine the amount and type of information we disclose to you in the future or how to respond to privacy requests that you may submit to us. To the extent applicable, CCPA rights may include the Right to Access and Right to Delete. California residents who wish to exercise rights may contact us through our Site, by email [sth.healthy@gmail.com](mailto:sth.healthy@gmail.com). California law permits residents of California to request notice of how their information is shared with third parties for direct marketing purposes. We do not sell any information for direct marketing purposes. If you are a California resident and would like a copy of this notice, please submit a written request.

If you have more questions, our customer contact centers are ready to take your requests. If you have any questions, privacy requests, or complaints about how we collect, use, share, or otherwise handle your personal information you can reach us by email [sth.healthy@gmail.com](mailto:sth.healthy@gmail.com).

## Terms of Use and Disclaimer

### Acceptance of Contract Terms

The following ("Contract Terms") are terms of a legal agreement between you and Something Healthy LLC., [healthystore4u.com](http://healthystore4u.com). By accessing, browsing and/or using this site ("Site"), you acknowledge that you have read, understood, and agree, to be bound by these terms and to comply with all applicable laws and regulations, including U.S. export and re-export control laws and regulations. If you do not agree to these terms, do not use this Site. The material provided on this Site is protected by law, including, but not limited to, United States Copyright Law and international treaties. This Site is controlled and operated by from its offices within the United States. Something Healthy LLC., [healthystore4u.com](http://healthystore4u.com) makes no representation that materials in the Site are appropriate or available for use in other locations, and access to them from territories where their contents are illegal is prohibited. Those who choose to access this Site from other locations do so on their own initiative and are responsible for compliance with applicable local laws.

Any claim relating to, and the use of, this Site and the materials contained herein is governed by the laws.

The site is not targeted towards, nor intended for use by, anyone under the age of 18. By using the site, you represent and warrant that you are 18 years of age or older. If you are not at least 18 years of age, do not access, use or register for an account on the site. In addition, you may not make a purchase from our site unless you are at least 18 years of age. You also represent and warrant that you (a) have not previously been suspended or removed from the site; and (b) that you have full power and authority to agree to the Terms and in doing so will not violate any other agreement to which you are a party.

#### **YOU SHOULD ALWAYS SPEAK WITH A HEALTHCARE PROFESSIONAL BEFORE TAKING ANY DIETARY, NUTRITIONAL, HERBAL OR HOMEOPATHIC SUPPLEMENT.**

Something Healthy LLC., [healthystore4u.com](http://healthystore4u.com) does not warrant and shall have no liability for information provided in this site regarding recommendations concerning supplements for any and all health purposes. This information is provided solely as a guideline to be used when discussing a program with a healthcare professional. The claims made about specific nutrients or products have not been evaluated by the Food and Drug Administration. Dietary supplements are not intended to diagnose, treat, cure or prevent disease. Please consult with a healthcare professional before starting any diet, exercise or supplementation program. Something Healthy LLC., [healthystore4u.com](http://healthystore4u.com) makes no guarantee or warranty, express or implied, with respect to any products or services sold, including any warranty of merchantability or fitness for a particular purpose. The information contained in this online site (the "Service") is presented in summary form only and intended to provide broad consumer understanding and knowledge of health care topics. The information should not be considered complete and should not be used in place of a visit, call, consultation or advice of your physician or other health care provider. The Service does not recommend the self-management of health problems. Information obtained by using the Service is not exhaustive and does not cover all diseases, ailments, physical conditions or their treatment. Should you have any health care-related questions, please call or see your physician or other health care provider promptly. You should never disregard medical advice or delay in seeking it because of something you have read here.

The information is compiled from a variety of sources ("Information Providers"). Neither Something Healthy LLC., [healthystore4u.com](http://healthystore4u.com), nor any Information Provider shall be responsible for information provided herein under any theory of liability or indemnity. Liability of Something Healthy LLC., [healthystore4u.com](http://healthystore4u.com) or Information Providers, if any, for damages (including, without limitation, liability arising out of contract, negligence, strict liability, tort or patent or copyright infringement) shall not exceed the fees paid by the user for the particular information or service provided. In no event shall Something Healthy LLC., [healthystore4u.com](http://healthystore4u.com) or any Information Provider be liable for any damages

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The information contained in this online site (the "Service") is presented in summary form only and intended to provide broad consumer understanding and knowledge of health care topics. The information should not be considered complete and should not be used in place of a visit, call, consultation or advice of your physician or other health care provider. The Service does not recommend the self-management of health problems. Information obtained by using the Service is not exhaustive and does not cover all diseases, ailments, physical conditions or their treatment. Should you have any health care-related questions, please call or see your physician or other health care provider promptly. You should never disregard medical advice or delay in seeking it because of something you have read here. If you are under medical care or taking prescriptions, you should consult with your physician as to the impact of Something Healthy LLC., healthystore4u.com products on your health.

The Service is an online information and communications service provided by Something Healthy LLC., healthystore4u.com, subject to your compliance with the terms and conditions set forth below, including all exhibits hereto and the other information which is available in the registration process and on the Service ("Information") and incorporated by reference in this Agreement. This Agreement consists of the Disclaimer set forth above and the terms and conditions set forth below, including all exhibits hereto and the Information. **PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE SERVICE. BY ACCESSING OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW AND THE DISCLAIMER AND CONTRACT TERMS SET FORTH ABOVE. IF YOU ARE NOT WILLING TO BE BOUND BY THESE TERMS AND CONDITIONS AND DISCLAIMER, YOU MAY NOT ACCESS OR USE THE SERVICE.** Something Healthy LLC., healthystore4u.com MAY MODIFY THIS AGREEMENT AT ANY TIME, AND SUCH MODIFICATIONS SHALL BE EFFECTIVE IMMEDIATELY UPON EITHER POSTING OF THE MODIFIED AGREEMENT OR NOTIFYING YOU. YOU AGREE TO REVIEW THE AGREEMENT PERIODICALLY TO BE AWARE OF SUCH MODIFICATIONS AND YOUR CONTINUED ACCESS OR USE OF THE SERVICES SHALL BE DEEMED YOUR CONCLUSIVE ACCEPTANCE OF THE MODIFIED AGREEMENT.

**1. Software License.** By this Agreement, Something Healthy LLC., healthystore4u.com grants to you, subject to the terms of this Agreement, a non-transferable and non-exclusive license to use for your personal use only any software and documentation, together with all updates, enhancements, modifications, and fixes thereto, which are owned by Something Healthy LLC., healthystore4u.com and/or its Licensors. Something Healthy LLC., healthystore4u.com has no obligation to update or modify any of the foregoing.

**2. Equipment.** You must provide, at your own cost, all telephone and other equipment and services (including where necessary, telephone service and internet access service) necessary to access the Service.

**3. Copyright, Licenses, Use Restrictions and Idea Submissions.** The copyright in all material provided on this Site is held by Something Healthy LLC., healthystore4u.com or by the original creator of the material. Except as stated herein, none of the material may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of Something Healthy LLC., healthystore4u.com or the copyright owner. Permission is granted to display, copy, distribute and download the materials on this Site for personal, non-commercial use only, provided you do not modify the materials and that you retain all copyright and other proprietary notices contained in the materials. This permission terminates automatically if you breach any of these terms or conditions. Upon termination, you must immediately destroy any downloaded and printed materials. You also may not, without Something Healthy LLC., healthystore4u.com permission, "mirror" any material contained on this Site on any other server. Any unauthorized use of any material contained on this Site may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

You agree to grant to Something Healthy LLC., healthystore4u.com a non-exclusive, worldwide, royalty-free, perpetual license, with the right to sublicense, to reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform any materials and other information (including, without limitation, ideas contained therein for new or improved products or services) you submit to public areas of the Service (such as bulletin boards, forums and chat rooms) by all means and in any media now known or hereafter developed. You agree that you shall have no recourse against Something Healthy LLC., healthystore4u.com for any alleged or actual infringement or misappropriation of any proprietary right in your communication to us.

**4. Social Media.** Something Healthy LLC., healthystore4u.com maintains and interacts with various Social Media sites. These social media sites include but are not limited to various blogs, bulletin boards, networks, multi-media and news media sites or other user generated content sites. By accessing, viewing and/or posting any content to any Something Healthy LLC., healthystore4u.com Social Media Site on the internet, you accept, without limitation or qualification, the complete terms of use for those sites. You agree that you are at least 18 years old and will not: violate any local, state, federal and international laws and regulations, transmit any material that is unlawful, disruptive, threatening, profane, abusive, or otherwise objectionable, transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation.

Something Healthy LLC., healthystore4u.com is not responsible for the comments and postings therein and reserves the right to monitor, prohibit, restrict, block, suspend, terminate, delete, or discontinue your access to any Social Media Site, at any time, without notice and for any reason and in its sole discretion.

**5. Review.** Something Healthy LLC., healthystore4u.com DOES NOT AND CANNOT REVIEW ALL COMMUNICATIONS AND MATERIALS POSTED OR UPLOADED TO THE SERVICE AND; IS NOT RESPONSIBLE FOR THE CONTENT OF THESE COMMUNICATIONS AND MATERIALS. HOWEVER, Something Healthy LLC., healthystore4u.com RESERVES THE RIGHT TO BLOCK OR REMOVE COMMUNICATIONS OR MATERIALS THAT IT DETERMINES TO BE (A) ABUSIVE, DEFAMATORY, OR OBSCENE, (B) FRAUDULENT, DECEPTIVE, OR MISLEADING, (C) IN VIOLATION OF A COPYRIGHT, TRADEMARK OR; OTHER INTELLECTUAL PROPERTY RIGHT OF ANOTHER OR (D) OFFENSIVE OR OTHERWISE UNACCEPTABLE TO Something Healthy LLC., healthystore4u.com. AT ITS SOLE DISCRETION. ANY MESSAGES, ADVICE, OPINIONS OR OTHER INFORMATION CONTAINED IN ANY DISCUSSION AREA SHOULD NOT BE CONSTRUED AS PROFESSIONAL ADVICE OR INSTRUCTION.

**6. Indemnification.** You agree to indemnify, defend and hold harmless Something Healthy LLC., healthystore4u.com, its officers, directors, employees, agents, licensors, suppliers and Licensors (collectively the "Service Providers") from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Agreement or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the Service using your Service account.

**7. Third Party Rights.** The provisions of paragraph 5 (Indemnification) are for the benefit of Something Healthy LLC., healthystore4u.com and its officers, directors, employees, agents, licensors, suppliers, and Licensors. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

**8. Term: Termination.** This Agreement shall commence upon your accessing the Service and/or completing the registration process. This Agreement may be terminated by Something Healthy LLC., healthystore4u.com without notice at any time for any reason and may be terminated by you upon notice to Something Healthy LLC., healthystore4u.com at any time for any reason. The provisions of paragraphs 3 (Copyright, License, Use Restrictions and Idea Submission), 5 (Indemnification), 6 (Third Party Rights) and 8 (Miscellaneous) shall survive any termination of this Agreement.

**9. Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws. You agree that any legal action or proceeding between Something Healthy LLC., healthystore4u.com and you for any purpose concerning this Agreement or the parties' obligations hereunder shall be brought exclusively in a court of competent jurisdiction sitting in Sangamon County, Illinois. You hereby waive your right to a jury trial in any action with respect to the subject matter of this Agreement. Any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises. Something Healthy LLC., healthystore4u.com failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. Something Healthy LLC., healthystore4u.com may assign its rights and duties under this Agreement to any party at any time without notice to you.

Something Healthy LLC., healthystore4u.com are trademarks of Something Healthy LLC., healthystore4u.com. Other trademarks and service marks appearing on the Service may be owned by Something Healthy LLC., healthystore4u.com or by other parties including third parties not affiliated with Something Healthy LLC., healthystore4u.com.

**10. Notice.** Something Healthy LLC., healthystore4u.com may deliver notice to you under this Agreement by means of electronic mail, a general notice on the Service, or by written communication delivered by first class U.S. mail to your address on record in Something Healthy LLC., healthystore4u.com account information. You may give notice to Something Healthy LLC., healthystore4u.com at any time by email [sth.healthy@gmail.com](mailto:sth.healthy@gmail.com).

## Terms of Sale

**General.** By purchasing products from Something Healthy LLC., healthystore4u.com through and using this web site, Something Healthy LLC., healthystore4u.com (the "Site"), you agree to the terms of sale herein (the "Terms"). Please read these Terms carefully. By accessing the Site and/or purchasing products, you agree on behalf of yourself and any entity you represent that you agree to the Terms. Something Healthy LLC., healthystore4u.com reserves the right to update, amend, or modify the Terms at any time and without notice, to change the Site, including eliminating or discontinuing any products, and to deny, suspend, or terminate your use of and/or access to the Site for any or no reason and without notice to you.

**Site Content For Information Purposes Only.** The information and content contained on the Site is provided for informational purposes only and is not meant to provide you with medical advice or for replacing your professional knowledge or judgment. The information on the Site is not a substitute for medical care or a substitute for seeing or obtaining advice from a doctor or other health care professional. You should not use the information available on or through the Site (including, but not limited to, information that may be provided on the Site by health care or service professionals employed by or contracting with Something Healthy LLC., healthystore4u.com) for diagnosing, treating, curing, or preventing a health problem or disease, or prescribing any medication. Information and statements regarding dietary and other health care supplements on the Site have not been evaluated by the Food and Drug Administration. The information, statements, and dietary supplements on the Site are not intended to diagnose, treat, cure, or prevent any disease.

We work to ensure that product information on the Site is correct; however, brand suppliers may make changes to products from time to time, and actual product packaging and materials may contain more and/or different information than that shown on the Site. Please consult all labels, warnings, and directions for the most accurate product information prior to using or consuming products. Other inaccuracies or typographical errors may be corrected as discovered.

The Site may contain links or references to third party sites or to content made available by third parties. Such links do not constitute or imply our endorsement of such third parties, or of the content of their sites, the suitability, efficacy, safety or quality of their products or services, or the information privacy or security of their sites.

**Orders and Payments.** To make a purchase on the Site, you must register for an account. You must pay for product orders by a credit card provided when you place an order; account terms or other payment methods are not permitted without the advance written approval of Something Healthy LLC., healthystore4u.com. Your order or payment will not be processed if you submit invalid information.

Advertised product prices do not include shipping or taxes. You are responsible for all sales taxes where applicable unless a valid and properly completed sales tax exemption or resale certificate for the jurisdiction(s) covering the ship-to address is provided to us prior to our acceptance of your order. Estimated sales tax amounts are displayed on the checkout page using a third-party tax engine. The actual sales tax collected may differ once we process the order. We use reasonable commercial efforts to calculate and remit sales tax; however, we do not guarantee the accuracy of the amount of sales tax we represent to you as the sales tax owed.

Products will be shipped to an address designated by you, so long as such address is complete and complies with any shipping restrictions contained on the Site. Any shipping times shown on the Site are estimates only; actual delivery dates may vary. Risk of loss and title for products pass to you upon delivery of the products to the carrier company.

Your receipt of an electronic or other form of order confirmation from Something Healthy LLC., healthystore4u.com does not signify acceptance of your order, nor does it constitute Something Healthy LLC., healthystore4u.com confirmation of its offer to sell. Something Healthy LLC., healthystore4u.com reserves the right at any time after receipt of your order to accept or decline your order for any reason, and to adjust prices of products and to adjust any discounts or promotions that may be offered, as may be determined by us at our sole discretion at any time and without notice. Products are subject availability. All orders are subject to these Terms. You acknowledge and agree that acceptance of your order is conditioned upon your assent to these Terms and applicable Something Healthy LLC., healthystore4u.com policies, and any inconsistent provisions of any other writing shall not constitute a part of the contract of sale.

**Inspection.** Promptly upon receipt, you must inspect the products for damage, defect, evidence of tampering, or other non-conformance. If any damage, defect, tampering, or other non-conformance is identified, you must not offer the product for sale and must report the defect to Something Healthy LLC., healthystore4u.com. You further agree to inspect inventory for expired products and to not sell expired Products.

**Alterations Prohibited.** You must sell products in their original packaging, with all seals intact. Relabeling, repackaging, and other alterations or adulterations to products or product packaging is strictly prohibited. You shall not modify, remove, tamper with, deface, or otherwise alter product labels, including lot codes and expiration dates. You must adhere to any brand supplier or Something Healthy LLC., healthystore4u.com supplied storage and handling guidelines. You must not make any representations, guarantees, or other similar claims actually, apparently, or ostensibly on behalf of Something Healthy LLC., healthystore4u.com or its brand suppliers that are inconsistent with the Terms or information provided by the brand suppliers.

**Restricted Products and Resale.** Many of the products on the Site have been formulated and designed specifically for health care professionals and are not otherwise available through online or conventional retailers. We respect and share the beliefs of our brand suppliers that the guidance of a qualified professional is important in order to maximize the effectiveness of professional-strength supplements. As a result, only certain health care professionals may be given access to purchase these products through the Site. All health care professionals must submit their current license, degree, or other certificate for review to establish an account.

Additional information regarding Something Healthy LLC., healthystore4u.com purchase and resale policies, as well as information regarding brand suppliers that require signed internet reseller agreements prior to gaining access to their products, brand supplier internet reseller, and brand supplier minimum advertised price policies. Any violator is subject to immediate and permanent suspension of purchasing privileges on this Site, from any other Something Healthy LLC., healthystore4u.com or affiliates' web sites, or directly from Something Healthy LLC., healthystore4u.com and its affiliates, and may be subject to additional legal action.

**Compliance with All Applicable Laws; Prop 65.** You must comply with all applicable federal, state, and local laws, rules, regulations, and policies, and you must have all required licenses, permits, and approvals, related to the purchasing, marketing, storing, and selling of products purchased from Something Healthy LLC., healthystore4u.com. This includes any and all consumer safety or consumer protection related laws, including but not limited to the California Safe Drinking Water & Toxic Enforcement Act of 1986 ("Prop 65").

Something Healthy LLC., healthystore4u.com relies on its brand suppliers regarding the Prop 65 listed chemicals in their products, and Something Healthy LLC., healthystore4u.com makes no representations or warranties regarding such information provided by the brand suppliers. For any Prop 65 affected products that you sell online to California consumers, please note that you are required to provide clear and reasonable warnings to your California customers prior to purchase. Do not remove or obstruct any on-label warning language.

Some brand suppliers prefer to exclude Prop 65 affected products from sales to California instead of labeling products with clear and reasonable warning language, and Something Healthy LLC., healthystore4u.com will not ship these products to California addresses; it is your responsibility to refrain from selling these products into California.

**Indemnification and Warranties.** By utilizing this Site and purchasing products from Something Healthy LLC., healthystore4u.com, you agree, either individually or for the entity on behalf of which you are acting, to indemnify and hold harmless Something Healthy LLC., healthystore4u.com and our current and future subsidiaries, successors, affiliates, licensors, suppliers, co-branders, third-party providers, clients, sponsors, and partners, and the officers, members, managers, employees, and agents of each of them from and against any and all claims, losses, costs, fees, damages and expenses that which may be incurred or suffered by any person arising out of or related to purchasing or obtaining products through you, your use of the Site, or your failure to comply with these Terms.

Without limiting the extent and scope of the foregoing indemnification obligations, under no circumstance shall Something Healthy LLC., healthystore4u.com be obligated to you or any person obtaining products through you for any amounts other than a refund for products obtained through this Site, and under no circumstances shall Something Healthy LLC., healthystore4u.com be responsible or liable for any ordinary, special, compensatory, punitive, or other damages of any kind or nature, including without limitation lost revenue, lost profits, or lost business.

Something Healthy LLC., healthystore4u.com is a distributor of products manufactured by third parties and does not manufacture any of the products sold through this Site. Accordingly, Something Healthy LLC., healthystore4u.com makes no warranties, express or implied, including any warranty of effectiveness or sufficiency for a particular purpose with respect to any products, and all such warranties, express or implied, are hereby expressly disclaimed. You are exclusively responsible for, and Something Healthy LLC., healthystore4u.com and its brand suppliers disclaim any and all liability for, any statements that you may make regarding the products to your patients/clients, including any claims that a product treats specific diseases or conditions that do not appear on the product label or in information provided by the brand supplier.

While we will endeavor to ensure that the Site is normally available 24 hours a day, we shall not be liable if for any reason the Site is not available at any time or for any period. The Site, including all content on or available through the Site, is provided on an "as is" basis and we do not make any representation or give any warranty with respect to the Site or any of its content, that the Site is free of viruses or other harmful components, or that the results of using the Site will meet your requirements.

**Privacy Policy.** Review our Privacy Policy, which also governs your use of the Site, to understand our practices and how we collect, use, and protect your information.

**Site Use.** You must not use the Site for any of the following purposes: (a) anything unlawful or illegal or which is fraudulent or malicious or which promotes any criminal activity or provides information about the same; (b) anything which is defamatory, harassing, or threatening, or which otherwise infringes or violates the rights of others, such as infringing on anyone's intellectual property rights (including ours) or impersonating anyone; (c) interfering in any way with any other user of the Site; (d) knowingly introducing viruses or other malicious or harmful material or using the Site in connection with unsolicited communications; or (e) using any spider, bot, or other automatic or manual device or process for the purpose of harvesting or compiling information from the Site. You must not use the Site in a way that may damage or impair the Site or our underlying systems and security.

**Usernames and Passwords.** You are required to create an account in order to purchase products through the Site. When you set up your account you must provide true, accurate, complete, and current information, and you are responsible for maintaining and promptly updating that information so that it remains true, accurate, complete, and current at all times.

You are responsible for maintaining the security of your account, passwords, and files. We have no knowledge of your organization structure. We will accept the instructions of any individual who claims to be authorized to direct changes to your account so long as such person presents your username and password on-line, by e-mail or by phone, or through a third party service, if any, through which you access the Site. You are completely responsible for your account and anything that happens on your account. We will not be responsible for the actions of any individuals who access your account using your username and password, including for misuse or misappropriation of your information.

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If you believe any material on the Site infringes on your copyright in the United States, please notify us by sending all details to [sth.healthy@gmail.com](mailto:sth.healthy@gmail.com).

**Submissions.** You may submit questions, comments, feedback, suggestions, ideas, improvements, plans, original or creative materials or other information about the Site either through the Site or otherwise. The content you submit is voluntary, non-confidential, gratuitous and non-committal. By submitting such content, you grant us and our designees a worldwide, perpetual, irrevocable, non-exclusive, fully-paid up and royalty free license to use, reproduce, prepare derivative works, combine with other works, alter, translate, distribute copies, display, perform, publish, license, or sub-license the content, and we shall be entitled to the unrestricted use and dissemination of the content for any purpose, commercial or otherwise.

**Location of Site and Territorial Restrictions.** Unless otherwise specified, the Site is presented solely for, and any offers, promotions, and programs are offered only to, residents of the United States of America and its territories. 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 Something Healthy LLC., healthystore4u.com to any registration requirement within such jurisdiction or country. Something Healthy LLC., healthystore4u.com controls and operates the Site from offices located in the United States and makes no representations or warranties that the information, products, or services contained on the Sites 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 U.S. and local laws regarding online conduct and acceptable content, if and to the extent such laws are applicable.

**Account Terminations.** We may terminate your account, access to the Site, or access to our services at our discretion at any time and for any reason, without prior written notice or explanation though we may choose to provide notice and/or explanation, and without liability, including without limitation if we believe your conduct fails to conform to these Terms. You may cancel your account at any time by contacting [sth.healthy@gmail.com](mailto:sth.healthy@gmail.com).

**Applicable Law and Venue.** The Terms and any dispute arising under the Terms shall be governed by, construed, and enforced in accordance with the laws, without regard to its choice of law rules. In the event of a dispute over the Terms or performance of the Terms, you expressly submit to personal jurisdiction and exclusive venue in the federal or state courts.

**Severability** If any part of these Terms is ruled to be unlawful, void, or for any reason unenforceable, then such part shall be deemed severable from these Terms and shall be eliminated or limited to the minimum extent necessary. The remainder of these Terms, including any revised portion, shall remain and be in full force and effect.

**No Waiver.** 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 our course of conduct nor our trade practices will act to modify these Terms.

**Assignments.** You may not assign your rights or obligations under these Terms to any other party without our prior written consent. We may assign our rights or obligations under these Terms at any time to any party at our discretion.

**No Agency.** Nothing contained in these Terms creates any agency, partnership, or other form of joint enterprise between you and Something Healthy LLC., healthystore4u.com.

