

# Terms and Conditions of Website Use

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Welcome to [www.bloomwellhealth.com](http://www.bloomwellhealth.com). This website (the "Website") is owned, controlled, and operated by Bloom Well Health LLC, a Florida limited liability company (sometimes referred to in this document as "we" or "us"). These Terms and Conditions of Website Use ("Terms") apply to your access and use of our services at the Website. Please read these Terms and our Privacy Policy carefully before accessing or using the Website. These Terms spell out what you can expect from us and what we expect from you.

In accessing, browsing and/or using any area of the Website, you acknowledge that you have read, understand, and agree to be bound by these Terms and Conditions. We may make revisions to these Terms from time to time. By using the Website, you agree to be bound by such revisions and should therefore periodically visit this page to determine the then current version of these Terms to which you are bound. We may modify, update, or change these Terms from time to time without prior notice. We will endeavor to inform existing users when these Terms are revised by posting a Notice on the homepage of our Website. If you do not agree with these Terms, do not access or use the Website.

## 1. Restrictions on Use of Materials

### a. Licensing, Eligibility, and Use of the Website

When you provide information to the Website, you agree to provide only true, accurate, current and complete information. If you provide any information that is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to refuse any and all current or future use of the Website (or any portion thereof).

Subject to compliance with these Terms, for a limited time, the Website is granting its users a free, non-exclusive license together with the authority to use the Website, its services, and technology (collectively, the "Technology"). We reserve the right to charge fees for using the Technology in the future.

You understand and agree that the Website is provided "as-is" and that we assume no responsibility for the timeliness, deletion, mis-delivery, or failure to store any user communications or personalization settings, if any. You may not (i) copy, modify, redistribute, sell, sublicense, assign, or transfer, any Technology, (ii) copy or adapt the source or object code of the Website's software, HTML, JavaScript or other programming code, or (iii) reverse engineer, decompile, reverse assemble, modify or attempt to discover any source code that the Website creates to generate web pages or any software or other products or processes accessible through the Website.

You also agree that you will not (i) use any robot, spider, rover, scraper, or any other data mining technology or automatic or manual process to monitor, cache, frame, mask, extract data from, copy or distribute the Technology (except as may be a result of standard Internet browser or search engine), (ii) fail to follow the instructions provided on the Website in a "robots.txt" file or similar mechanism (to the extent that you provide standard search engine services to the public), nor (iii) modify, frame, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate to any third-party or on any third-party website, or otherwise use the Technology in any way for any public or commercial purpose except as specifically permitted by these Terms or us without our prior written consent.

We will employ reasonable measures to protect the security of users and user information, but make no warranty with respect to the data posted on or uploaded to the Website, including but not limited to, statistical data, news, and information. The Website assigns internal user IDs that are utilized to ensure that each user's unique information is properly linked within the Website universe.

You must be 18 or over, or the legal age to form a binding contract in your jurisdiction if that age is greater than 18 years of age, to use the Website and services. If you are between the ages of 13 and 18 or the applicable legal age in your jurisdiction, you can use the Website or services only in conjunction with, and under the supervision of, your parent or guardian who has agreed to these Terms and Conditions. If you are under the age of 13, you may not use the Website or services, in compliance with the Children's Online Privacy Protection Act. If you are the parent or legal guardian of a child under the age of 18, you may use the Website or services on behalf of such minor child. By using the Website or services on behalf of a minor child, you represent and warrant that you are the parent or legal guardian of such child. If you do not qualify under these terms, do not use the Website or services. By using the Website and/or the services, you represent and warrant that you have the right, authority, and capacity to enter into these Terms and to abide by all of the terms and conditions set forth herein. The Website is administered in the U.S. and intended for U.S. users; any use outside of the U.S. is at the user's own risk and users are responsible for compliance with any local laws applicable to their use of the services or the Website.

b. **Trademarks**

The trademarks, service marks, trade names, and logos (collectively "Trademarks") used and displayed on the Website are registered and unregistered marks owned by us, our affiliates, or others. Nothing on the Website should be construed as granting by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Website without our prior written permission. The Trademarks (registered and unregistered) are protected by U.S. and international copyright and other intellectual property laws. We aggressively enforce our intellectual property rights to the fullest extent of the law. Our name and logo may not be used in any way, including in advertising or publicity pertaining to distribution of materials on the Website, without our prior written permission. The Trademarks may not be used (i) to identify products or services that are not ours, (ii) in any manner likely to cause confusion, (iii) in or as a part of your trademarks, (iv) in a manner that implies that we sponsor or endorse your products or services, or (v) in any manner that disparages or discredits us.

c. **Copyright Notice**

You acknowledge that the Website contains information, data, software, text, photographs, images, graphs, audio and video clips, typefaces, graphics, layout, music, sounds, button icons, logos, look and feel of the Website, and other material (collectively "Company Content") that are protected by copyrights, trademarks, trade secrets, or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed. All Company Content is copyrighted as a collective work under the U.S. copyright laws, and we own a copyright in the selection, coordination, arrangement, and enhancement of such Company Content. You may not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Company Content or any material from any website owned, operated, licensed or controlled by us, in whole or in part. You may not put any our graphics or text on your own website. If no specific restrictions are displayed, you may make copies of select portions of the Company Content, provided that the copies are made only for your

personal use and that you maintain any notices contained in the Company Content, such as all copyright notices, trademark legends, or other proprietary rights notices. Except as provided in the preceding sentence or as permitted by the fair use privilege under the U.S. copyright laws (see, e.g., 17 U.S.C. Section 107), you may not upload, post, reproduce, or distribute in any way Company Content protected by copyright, or other proprietary right, without obtaining our permission.

Without limiting the generality of the foregoing, use of any software Company Content shall be governed by the service agreement accompanying such software.

You must receive express written consent from us to use the Website materials for commercial purposes. In order to obtain that consent, which we may withhold in our sole discretion, please send an email to [bsmith@bloomwellhealth.com](mailto:bsmith@bloomwellhealth.com) with the following information: (i) your name, position, organization, address and telephone number; (ii) a description of the Website content, text or graphics you want to use; (iii) where, how and when you will be using the materials; (iv) to whom the materials will be distributed, in what quantities and for what purpose; and (v) other information that will be included with the Website material. We will respond by email and inform you whether or not we grant you permission to use the material. This decision will be made at our sole discretion.

d. **Limited License**

You may include a text link to any portion of the Website on your website. If you would like to use a graphic link, please email us at [bsmith@bloomwellhealth.com](mailto:bsmith@bloomwellhealth.com). Your website, or any third-party websites that link to the Website (i) cannot frame or create a browser or border environment around any of the content on the Website or otherwise mirror any part of the Website, (ii) cannot imply that we or our Website are endorsing or sponsoring it or its products, unless we have given our prior written consent, (iii) cannot present false information about, or disparage, tarnish, or otherwise, in our sole opinion, harm the Company or its products or services, (iv) cannot use any of our trademarks without our prior written permission, (v) cannot contain content that could be construed as distasteful, offensive or controversial or otherwise objectionable in our sole opinion, and (vi) has to be owned and controlled by you or the person or entity placing the link, or otherwise permit you to enable such link subject to these Terms. You may not change the appearance of the logo, or any trademarks used in connection with the logo, in any way. You agree to replace or remove a logo that we determine is not an appropriate display or use of one of our Trademarks. By linking to the Website, you agree that you do and will continue to comply with the above linking requirements. Notwithstanding anything to the contrary contained in these Terms, we reserve the right to prohibit linking to the Website for any reason, in our sole and absolute discretion, even if the linking complies with the requirements described above.

2. **Copyright Infringement Policy**

We have adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act or DMCA (posted at <https://www.copyright.gov/>). The address of our Designated Agent to Receive Notification of Claimed Infringement ("Designated Agent") is provided at the bottom of this section.

## **Bloom Well Health LLC Copyright Infringement Policy**

It is our policy to (a) block access to or remove material that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users; and (b) remove and discontinue service to repeat offenders.

### **a. Procedure for Reporting Copyright Infringements.**

If you believe that material or content residing on or accessible through the Website or the services infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent listed below ("Proper Bona Fide Infringement Notification"):

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
2. Identification of works or materials being infringed;
3. Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that we are capable of finding and verifying its existence;
4. Contact information about the notifier including address, telephone number and, if available, email address;
5. A statement that the notifier has a good faith belief that the material is not authorized by the copyright owner, its agent, or the law; and
6. A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

### **b. Upon Receipt of a Bona Fide Infringement Notification**

Once Proper Bona Fide Infringement Notification is received by the Designated Agent, it is our policy:

1. to remove or disable access to the infringing material;
2. to notify the content provider, member or user that it has removed or disabled access to the material; and
3. that for repeat offenders, we will also terminate such content provider's, member's or user's access to the service.

### **c. Procedure to Supply a Counter-Notice to the Designated Agent**

If the content provider, member or user believes that the material that was removed or to which access was disabled is either not infringing, or the content provider, member or user believes that it has the right to post and use such material from the copyright owner, the copyright owner's agent, or pursuant to the law, the content provider, member or user must send a counter-notice containing the following information to the Designated Agent listed below:

1. A physical or electronic signature of the content provider, member or user;
2. Identification of the material that has been removed or to which access to has been disabled and the location at which the material appeared before it was removed or disabled;

3. A statement that the content provider, member or user has a good faith belief that the material was removed or disabled as a result of mistake or a misidentification of the material; and
4. The content provider's, member's or user's name, address, telephone number, and, if available, email address and a statement that such person or entity consents to the jurisdiction of the Federal Court for the judicial district in which the content provider's, member's or user's address is located, or if the content provider's, member's or user's address is located outside the United States, for any judicial district in which we are located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.

d. **Removal**

If a counter-notice is received by the Designated Agent, we may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at our discretion.

e. **Address for Designated Agent**

Please contact our Designated Agent to Receive Notification of Claimed Infringement at the following address:

Copyright Agent, Bloom Well Health LLC

6641 Madison Street Suite 3

New Port Richey, FL 34652

Phone: (727) 477-0988

Email: bsmith@bloomwellhealth.com

3. **Our Proprietary Rights**

You acknowledge and agree that the Website and any necessary software used in connection with the Website (the "Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that content contained in sponsor advertisements or information presented to you through the Website or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by us or our advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Website or the Software, in whole or in part. We grant you a personal, non-transferable and non-exclusive right and license to use the Website through a web browser on a single computer; provided that you do not (and do not allow any third-party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Website. You agree not to access the Website by any means other than through the interface that is provided by us for use in accessing the Website.

Your affirmative act of using this Website and/or registering for the Website or the services constitutes your electronic signature to these Terms and your consent to enter into agreements with us electronically.

#### **4. User Conduct**

You understand that all information, data, text, graphics, messages or other materials, whether publicly posted or privately transmitted by a user of the Website ("User Content"), are the sole responsibility of the person from which such User Content originated. This means that you, and not us, are entirely responsible for all User Content that you upload, post, email or otherwise transmit to or via the Website. We do not control the User Content posted via the Website and, as such, do not guarantee the accuracy, integrity or quality of such User Content. You understand that by using the Website, you may be exposed to User Content that is offensive, indecent or objectionable. Under no circumstances will we be liable in any way for any User Content, including, but not limited to, any errors or omissions in any User Content, or any loss or damage of any kind incurred as a result of the use of any User Content posted, emailed or otherwise transmitted via the Website.

You agree to not use the Website to:

- a. upload, post, email or otherwise transmit any User Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable in our discretion;
- b. harm minors in any way;
- c. impersonate any person or entity, including, but not limited to, a representative of us, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- d. forge headers or otherwise manipulate identifiers in order to disguise the origin of any User Content transmitted to or through the Website;
- e. upload, post, email or otherwise transmit any User Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- f. upload, post, email or otherwise transmit any User Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- g. upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- h. upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- i. interfere with or disrupt the Website or servers or networks connected to the Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Website;
- j. intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

- k. "stalk" or otherwise harass another; or
- l. collect or store personal data about other users.

You acknowledge that we do not pre-screen User Content, but that we and our designees shall have the right (but not the obligation) in our sole discretion to refuse or move any User Content that is available via the Website. Without limiting the foregoing, we and our designees shall have the right to remove any User Content that violates these Terms and Conditions or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any User Content, including any reliance on the accuracy, completeness, or usefulness of such User Content. In this regard, you acknowledge that you may not rely on any User Content created by our users or submitted to the Website, including without limitation information in any company or user created Discussion Forum and in all other parts of the Website.

You acknowledge and agree that we may preserve User Content and may also disclose User Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to (i) comply with legal process, (ii) enforce these Terms and Conditions, (iii) respond to claims that any User Content violates the rights of third-parties, or (iv) protect the rights, property, or personal safety of us, our users, and the public.

You understand that the technical processing and transmission of the Website, including your User Content, may involve (i) transmissions over various networks, and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

## **5. Creative and Content Submissions from or by Users**

We welcome your User Content, comments, and suggestions regarding the Website's products and services. However, if you send us any creative materials, including creative suggestions, ideas, notes, drawings, concepts or other information, or upload any User Content (collectively "Information"), such Information shall be deemed, and shall remain, our property. None of the Information shall be subject to any obligation of confidence on our part, and we shall not be liable for any use or disclosure of any Information. Without limitation of the foregoing, we shall exclusively own all now known or hereafter existing rights to Information of every kind and nature throughout the universe, and shall be entitled to unrestricted use of the Information for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Information.

By posting messages, uploading files or inputting data on the Website, you grant (or represent and warrant that the owner of such information grants) us a royalty-free, perpetual, non-exclusive, worldwide license to host, use, copy, distribute, resource, disclose, sell, modify, adapt, transmit, translate, perform, publish, broadcast, reformat, archive, store, cache, or create derivative works from or display any of the Information, or otherwise exploit in any manner whatsoever, and sublicense to third parties the unrestricted right to exercise any of the foregoing rights granted with respect to such Information.

The Website may contain bulletin boards, blogs, social networking, email, chat rooms, forums or other public posting areas (collectively "Communication Tools"). While the Website does not pre-screen or monitor the messages, information, files or data posted on the Website or transmitted using the Communication Tools, it may edit, refuse to post or remove any information or materials, in whole or part, that in our sole discretion are objectionable, in violation of these Terms, or for any other reason (See Section 4 of these Terms for examples of such content).

Each user needs to evaluate, and shall bear all risks associated with, the use of any of User Content, including, but not limited to, any reliance on the accuracy, completeness, or usefulness of User

Content. As we may not pre-screen User Content, you bear legal responsibility for others' exposure to any offensive indecent or objectionable content in User Content.

## 6. **Forum Usage Rules**

As a user of the Website, you agree that these rules ("Rules") are here to help you understand the conduct that is expected of individuals who participate in user forums, blogs, chat rooms and the like (collectively, "Forums"), including any social networking opportunities on the Website. Your participation in the user Forums is subject to all of these Terms, including these Rules. We reserve the right, in our sole discretion, to monitor and screen all User Content submitted to the Website and may disregard any User Content that, in our sole discretion, violates these Rules or the Terms, or that is otherwise objectionable. Please follow these Rules as you upload any User Content:

### a. **User Content has to be yours**

All User Content has to be original, not copied from someone else's work, and you have all rights in the User Content; OR, all persons who contributed in any way or have any rights to your User Content or otherwise appear in the User Content have given you permission to upload and distribute the User Content on the Website and elsewhere.

### b. **No pictures or images of anyone but you, your friends and family**

If you choose to upload photos to the Website, link to embedded videos, or include other images of real people, make sure they are of you or of you and someone you know – but only with their express permission to submit it.

### c. **Please act appropriately**

Express yourself with non-offensive individual self-expression. Be respectful of other's opinions and comments so we can continue to build user Forums for everyone to enjoy. If you think your User Content might offend someone or be embarrassing to someone chances are it probably will and it doesn't belong on the Website. Cursing, flaming, harassing, stalking, posting insulting comments, personal attacks, gossip or similar actions are prohibited. Your User Content may not threaten, abuse or harm others. Your User Content may not include any negative comments that are connected to race, national origin, gender, sexual preference or physical handicap or that are defamatory, slanderous, indecent, obscene, pornographic, or sexually explicit. If you discover content that violates these Terms, you may report such abuse by emailing [bsmith@bloomwellhealth.com](mailto:bsmith@bloomwellhealth.com).

### d. **Don't upload third-party materials**

Your User Content should not contain any visible logos, phrases or trademarks or other third-party materials. Do not use any User Content that belongs to other people and pass it off as your own. This includes any content that you might have found elsewhere on the Internet.

### e. **Don't include music you don't have rights to**

Your User Content may not contain any music unless the work and performance is original with you and/or you have all rights to the musical work (including any performances). No jingles, sampling or otherwise.

### f. **Do not use the user Forums for commercial purposes**

Your User Content may not advertise or promote a product or service. You may not use your User Content to raise money for anyone, any organization, any business or for a pyramid or other multi-tiered marketing scheme.



g. **Do not upload User Content that is inappropriate or illegal**

Your User Content may not promote any illegal activity. If someone could go to jail for taking action suggested by your User Content, don't upload or post it. If you do upload or post User Content that is illegal or in violation of applicable law, we reserve the right to take action that we deem appropriate, in our sole discretion, including reporting you to the proper governmental authorities.

h. **No violence**

Your User Content may not promote violence or describe how to perform a violent act.

i. **Be honest and do not misrepresent yourself or your User Content**

Do not impersonate any other person, user, or company, or upload or post User Content that you know is false, fraudulent, deceptive, inaccurate, misleading, or that misrepresents your identity or affiliation with a person or company.

j. **Others are watching**

We hope that you will use the Forums to exchange information and content and have discussions with other members. However, please remember that the Forums are public forums and User Content that you post on the Forums will be accessible and viewable by other users. Do not post personal information (e.g., first and last name, password, phone number, address, email address or other personally identifiable information or contact information).

k. **Don't share other people's personal information**

Your User Content may not reveal another person's address, phone number, email address, credit card number or any information that may be used to track, contact, or impersonate that individual or that is extremely personal in nature. You may not harvest personally identifiable information about the Website's users.

l. **Don't damage the Website or anyone's computers**

User Content may not upload viruses, Trojan horses, spyware or any other technologies that could impact the operation of the Website or any computer system. You may not gain unauthorized access to any computer system or nonpublic portion of the Website or interfere with or disrupt the Website, servers or networks connected to the Website.

We reserve the right to request at any time proof of the permissions referred to above in the sections starting "User Content has to be yours," "No pictures or images of anyone but you and your friends and family," and "Don't include music you don't have rights to" in a form acceptable to us. Failure to provide such proof may, if requested, lead to the User Content in question being removed from the Website.

## 7. **Representations and Warranties**

You represent and warrant to us that you will fully comply with these Terms. If you choose to post material to any portion of the Website or to submit any Information to the Website, you further represent and warrant to us that such materials are not subject to any copyright, proprietary or intellectual property rights, or that you have obtained express authorization from the holder of such rights to distribute such materials on the Website. By posting materials to any portion of the Website, you automatically grant (or warrant that the owner of such rights has expressly granted) us a perpetual, royalty-free, irrevocable, nonexclusive right and license to use, reproduce, modify, adapt, publish, translate, creative derivative works from and distribute such materials or incorporate such materials

into any form, media or technology now known or later developed throughout the universe. In addition, you warrant that all "*droit moral*" rights in any such materials have been waived.

#### **8. Indemnification**

You hereby agree to indemnify, defend and hold us, our affiliated companies, and all officers, directors, owners, agents, information providers, affiliates, subsidiaries, parent companies, licensors, and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liabilities and costs, including, without limitation, attorneys' fees, incurred by such Indemnified Parties in connection with any claim arising out of any breach by you of these Terms or the foregoing representations, warranties and covenants. You agree to use your best efforts to cooperate with us in the defense of any claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

#### **9. Termination**

You may terminate this license at any time by ceasing to access and use the Website, although you shall remain bound by these Terms with respect to any past use of the Website. We may continue to display the content you uploaded to the Website on or before the time of termination unless you specifically request that we remove such content. We may at our sole discretion terminate this license at any time, with or without prior notification, in the event you fail to comply with these Terms or for any other reason that we believe, in our sole discretion, is appropriate, by deactivating your user name and password and/or suspending operation of the system. Upon termination, you must destroy all materials obtained from the Website and any and all other Company websites, and all copies thereof, whether made under these Terms or otherwise.

#### **10. DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY, AND EXCLUSIONS AND LIMITATIONS**

**THE WEBSITE AND OUR SERVICES ARE PROVIDED BY US ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATION OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE WEBSITE, OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS, INCLUDED ON THE WEBSITE. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS ON THE WEBSITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE.**

**UNDER NO CIRCUMSTANCES INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE WEBSITE BE LIABLE FOR ANY LOST PROFITS OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ("LOSSES") THAT RESULT FROM THE USE OF OR INABILITY TO USE THE WEBSITE, INCLUDING BUT NOT LIMITED TO LOSSES ARISING FROM YOUR RELIANCE ON ANY INFORMATION OBTAINED FROM THE WEBSITE OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD,**

**COMMUNICATIONS FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO THE WEBSITE'S RECORDS, PROGRAMS OR SERVICES. YOU HEREBY ACKNOWLEDGE THAT THIS PARAGRAPH SHALL APPLY TO ALL CONTENT, MERCHANDISE, AND SERVICES AVAILABLE THROUGH THE WEBSITE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.**

#### **11. Third-Party Content**

The Website may provide, or third parties may provide, links to other websites or resources. Because we have no control over such websites and resources, you acknowledge and agree that we are not responsible for the availability of such external websites or resources, and do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such website or resource. You further acknowledge that we shall not be held responsible for the accuracy, copyright or trademark compliance, legality, or decency of material contained in websites listed in the Website listings or search results, or that is otherwise provided to us by third parties.

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Website, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that we shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Website.

#### **12. Privacy Policy**

In accordance with the terms of the Website's Privacy Policy, incorporated by reference (available at [www.bloomwellhealth.com/privacy](http://www.bloomwellhealth.com/privacy)), the Website respects your privacy.

#### **13. Successors and Assigns**

These Terms shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

#### **14. Construction and Interpretation**

Headings in these Terms are for ease of reference only and are not to be used to interpret the terms and conditions hereof.

#### **15. Governing Law**

These Terms shall be governed by, and construed in accordance with, the laws of Florida, without regard to its choice of laws principles. The Website is controlled, operated, and administered from within the USA. If you access the Website from a location outside of the USA, you are responsible for compliance with all local laws.

## 16. Jurisdiction and Venue

Each party hereby consents to the jurisdiction of the state and federal courts sitting in Florida; provided, however, that any decision by any such court may be appealed to the appropriate appellate court or courts. Each party hereby waives any objection it might otherwise have to venue in any of such courts.

## 17. Arbitration

- a. Before initiating an arbitration, the initiating party agrees to first provide the other party a written notice ("Notice of Dispute"), which shall contain: (a) a written description of the problem and relevant documents and supporting information; and (b) a statement of the specific relief sought. A Notice of Dispute can be (1) mailed to us at: Bloom Well Health LLC, Attn: Legal Department, 6641 Madison Street Suite 3, New Port Richey, FL 34652 or (2) emailed at: bsmith@bloomwellhealth.com. We will provide a Notice of Dispute to you via the physical address or email address in our possession (the "Notice Address").

Both parties agree to make attempts to resolve the Dispute prior to commencing an arbitration and not to commence an arbitration proceeding until a 45-day post-notice resolution period expires. If an agreement cannot be reached within forty-five (45) days of receipt of the Notice of Dispute, either party may commence an arbitration proceeding

- b. YOU UNDERSTAND AND AGREE THAT ALL CLAIMS, DISAGREEMENTS, DISPUTES OR CONTROVERSIES BETWEEN US (YOU AND BLOOM WELL HEALTH LLC), AND OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, PARENTS, AFFILIATES, SUBSIDIARIES AND/OR RELATED COMPANIES ARISING OUT OF OR RELATING TO THE WEBSITE, TO THE USE OR ACCESS THEREOF, TO THE PRODUCTS, SERVICES, MATERIALS, PROGRAMS OR OTHER FEATURES OFFERED ON OR THROUGH THE WEBSITE, AND/OR TO THE APPLICATION, ENFORCEABILITY, SCOPE, OR INTERPRETATION OF THIS AGREEMENT TO ARBITRATE ("DISPUTES") SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION.

ALL DISPUTES SHALL BE DETERMINED BY BINDING ARBITRATION (1) ADMINISTERED BY THE JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC. ("JAMS"), PURSUANT TO THE JAMS STREAMLINED ARBITRATION RULES & PROCEDURES EFFECTIVE JULY 1, 2014 (THE "JAMS RULES"), AND AS MODIFIED BY THIS AGREEMENT TO ARBITRATE; (2) CONDUCTED BY A SINGLE, NEUTRAL ARBITRATOR; AND (3) TAKE PLACE TELEPHONICALLY UNLESS AN IN-PERSON HEARING IS SPECIFICALLY REQUESTED BY EITHER PARTY, IN SUCH CASE IN-PERSON HEARINGS SHALL TAKE PLACE IN FLORIDA. TO THE EXTENT THAT THIS AGREEMENT TO ARBITRATE CONFLICTS WITH THE JAMS POLICY ON CONSUMER ARBITRATIONS PURSUANT TO PRE-DISPUTE CLAUSES MINIMUM STANDARDS OF PROCEDURAL FAIRNESS (THE "MINIMUM STANDARDS"), THE MINIMUM STANDARD IN THAT REGARD WILL APPLY.

DISPUTES MAY ALSO BE REFERRED TO ANOTHER ARBITRATION ORGANIZATION IF WE (YOU AND BLOOM WELL HEALTH LLC) AGREE IN WRITING, OR TO AN ARBITRATOR APPOINTED PURSUANT TO SECTION 5 OF THE FEDERAL ARBITRATION ACT.

The JAMS Rules are available on its website at <http://www.jamsadr.com/rules-streamlined-arbitration/> or by calling JAMS at 800-352-5267. To commence an arbitration, a Demand for

Arbitration is required to be executed and served on us. Service of the Demand for Arbitration on us can be mailed to Bloom Well Health LLC, Attn: Legal Department, 6641 Madison Street Suite 3, New Port Richey, FL 34652, pursuant to the instructions provided by JAMS to submit a Dispute for arbitration. Service of the Demand for Arbitration on you will be sent to the Notice Address. Further instructions on submitting a Demand for Arbitration can be found at [www.jamsadr.com/files/Uploads/Documents/JAMS\\_Arbitration\\_Demand.pdf](http://www.jamsadr.com/files/Uploads/Documents/JAMS_Arbitration_Demand.pdf). We will bear the cost of your initial filing fee.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. An arbitrator, however, can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief, or statutory damages), and must follow the terms of these Terms.

BECAUSE THE WEBSITE CONCERNS INTERSTATE COMMERCE, THE FEDERAL ARBITRATION ACT ("FAA") GOVERNS THE ARBITRABILITY OF ALL DISPUTES. HOWEVER, APPLICABLE STATE OR FEDERAL LAW MAY ALSO APPLY TO THE SUBSTANCE OF ANY DISPUTES. YOU AND WE VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT YOU OR WE HAVE TO A JURY TRIAL.

- c. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT ANY AND ALL DISPUTES WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. NEITHER YOU NOR WE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER USERS/CONSUMERS OR ARBITRATE, AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY, ANY DISPUTE. Further, unless both parties expressly agree otherwise, the arbitrator may not consolidate more than one person's claim. If this prohibition of class, representative, or consolidated arbitration is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

## **18. Entire Agreement**

These Terms are intended by the parties as a final expression of their understanding and as a complete and exclusive statement of its terms and supersedes any prior or contemporaneous agreements between them, whether written or oral, with respect to the subject matter hereof. In case any one or more of the provisions contained in these Terms shall be held to be invalid, illegal or unenforceable, the remaining provisions shall continue to be valid and binding to the extent that they continue to effectuate the intent of the parties as of the date of these Terms, or of any subsequent modification or amendment of these Terms. Acceptance of, or acquiescence in, a course of performance rendered under these Terms shall not operate as a modification of these Terms or a waiver of any provision of these Terms. These Terms may be modified only by an instrument signed by both parties.

Questions regarding these Terms can be directed to [bsmith@bloomwellhealth.com](mailto:bsmith@bloomwellhealth.com).