

TERMS OF USE | TERMS

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- (ii) attempt to gain unauthorized access to any portion or feature of this Website, including, without limitation, the account of another user(s), or any other systems or networks connected to this Website or to any Roseto della Vita server or to any of the services offered on or through the Website, by hacking, password “mining,” or any other illegitimate or prohibited means,
- (iii) probe, scan, or test the vulnerability of this Website or any network connected to the Website, nor breach the security or authentication measures on this Website or any network connected to the Website,
- (iv) reverse look-up, trace, or seek to trace any information on any other user of or visitor to the Website,
- (v) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of this Website or Roseto della Vita’s systems or networks or any systems or networks connected to the Website,
- (vi) use any device, software, or routine to interfere with the proper working of this Website or any transaction conducted on the Website, or with any other person's use of the Website,
- (vii) forge headers, impersonate a person, or otherwise manipulate identifiers in order to disguise your identity or the origin of any message or transmittal you send to Roseto della Vita on or through the Website,
- (viii) use the Website or any interactive feature to harvest or collect email addresses or other contact information; or
- (ix) use this Website in an unlawful manner or in a manner that could damage, disparage, or otherwise negatively impact Roseto della Vita.

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Text Messaging

Roseto della Vita offers text messaging services for Marketing and for Clinical Research. These programs are operated separately. By consenting to any of Roseto della Vita's text messaging services, you agree to receive recurring automated promotional and personalized marketing SMS and MMS text messages (e.g. cart reminders) with service, transaction, account-related, promotional and commercial news and alerts from Roseto della Vita to your mobile phone number provided, even if your mobile number is registered on any state or federal Do Not Call list. You certify that your mobile number provided is true and accurate and that you are authorized to enroll the designated mobile number to receive such text messages. You acknowledge and agree that the text messages may be sent using automated technology, including through an automatic telephone dialing system. Message frequency will vary. Standard message and data rates may apply from your carrier. Consent to receive text messages is not required as a condition of use/purchase. Check your mobile plan and contact your mobile carrier for details. You are solely responsible for all charges related to text messages, including charges from your mobile carrier. Roseto della Vita reserves the right to change the short code or phone number from which messages are sent and we will notify you if we do so. Not all mobile devices or handsets may be supported and our messages may not be deliverable in all areas. Roseto della Vita, its service providers, and the mobile carriers supported by the program are not liable for delayed or undelivered messages.

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You can unsubscribe from receiving text messages from the Roseto della Vita Marketing program at any time. Please note that unsubscribing from commercial text messages will not prevent you from receiving texts from Roseto della Vita directly relating to your use of the service, such as appointment reminders, or account or security information that is necessary to provide the requested service to you. To unsubscribe from text messages at any time, reply STOP, END, CANCEL, UNSUBSCRIBE or QUIT to any text message you receive from Roseto della Vita. You may receive one final text message from Roseto della Vita confirming your request. For help, reply HELP to any text message you receive from Roseto della Vita.

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Health-Related Information

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While the advice of our wellness specialists is based on their knowledge and experience, their advice and recommendations are not intended to replace the advice of your physician. You are encouraged to seek advice from a competent medical professional regarding the applicability of any recommendation with regard to your symptoms or condition. Additionally, these products are not intended for use by persons under 18 years of age unless expressly stated on the product label, and then only under adult supervision.

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Submission of Information and/or Material

You agree that you will, at all times, provide true, accurate, current, and complete information when submitting information or materials on this Website, including, without limitation, when you provide information via a Website registration or submission form. If you provide any false, inaccurate, untrue, or incomplete information, Roseto della Vita reserves the right to terminate immediately your access to and use of this Website. In addition, you agree that you will not make any transmission or submission to this Website that violates any laws or regulations or infringes or violates the rights of any person or entity. By making communications or submitting information, success stories, testimonials, feedback, and/or photographs (collectively, "Submissions") to the Website, chat rooms, message or discussion boards or other forums, or in contests or sweepstakes, you agree that such Submission is not confidential for all purposes and we shall not be liable for any use or disclosure of any such Submissions

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Indemnity

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

Governing Law

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

Arbitration And Class Action Waiver

Any controversy or claim arising out of or related to the use of the Website that cannot be resolved through an informal process or through negotiation within 120 days shall be settled by binding arbitration administered by the American Arbitration Association, and judgment on the award rendered may be entered in any court having jurisdiction thereof. The arbitration will be conducted in the COUNTY OF LOS ANGELES, CALIFORNIA, UNITED STATES OF AMERICA, but may proceed telephonically (if the claimant so chooses). IF YOU INITIATE AN ARBITRATION, ROSETO DELLA VITA WILL PROMPTLY REIMBURSE YOU FOR ANY STANDARD FILING FEE WHICH MAY HAVE BEEN REQUIRED ONCE YOU HAVE NOTIFIED ROSETO DELLA VITA IN WRITING AND PROVIDED A COPY OF THE ARBITRATION PROCEEDINGS. BY AGREEING TO THIS ARBITRATION AGREEMENT, YOU ARE GIVING UP YOUR RIGHT TO GO TO COURT, INCLUDING YOUR RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS ACTION. In arbitration, a dispute is resolved by a neutral arbitrator or panel of arbitrators, rather than by a judge or jury. Arbitration is more informal than a court trial; however, an arbitrator can award the same relief that a court can award. The arbitration will be administered by the American Arbitration Association (“AAA”), and may be conducted under AAA’s Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, the “AAA Rules”) in effect at the time of the dispute. You may obtain copies of the AAA Rules and forms and instructions for initiating arbitration by visiting the AAA website at www.adr.org, or by calling AAA at (800) 788-7879.

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

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Termination of Agreement or Account

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Notice and Procedure for Making Claims of Copyright Infringement

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

The Notification of Claimed Infringement must include the following:

1. An electronic or physical signature of the owner or of the person authorized to act on behalf of the owner of the copyright interest;
2. Identification of the copyrighted work (or works) that you claim has been infringed;
3. A description and identification of the material that you claim is infringing, and the location where the original or an authorized copy of the copyrighted work exists (for example, the URL of the page of the website where it is lawfully posted; the name, edition and pages of a book from which an excerpt was copied, etc.);

4. A clear description of where the infringing material is located on our Website, including as applicable its URL, so that we can locate the material;
5. Your contact information, including your name, address, telephone number, and email address;
6. A statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
7. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

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

Roseto della Vita Legal Department
3651 South La Brea Avenue #1227
Los Angeles, CA 90016

Miscellaneous

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Contact Us

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Roseto della Vita Legal Department
3651 S La Brea Ave #1227 Los Angeles, CA 90016
or by email at rdv@rosetodellavita.com