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The policies below are applicable to the Reshaping and Nutritional Company LLC (Ardyss) website located at www.ardyss.com (including any versions optimized for viewing on a wireless or tablet device); all e-mail newsletters published or distributed by; and all other interactive features and communications provided by Ardyss, however accessed and/or used, that are operated by us, made available by us, or produced and maintained by us.

YOUR USE OF THIS WEB SITE CONFIRMS YOUR UNCONDITIONAL ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, DO NOT USE THIS WEB SITE.

- 1. Products, Content and Specifications.** All features, content, specifications, products and prices of products and services described or depicted on this Web site, www.ardyss.com (this "Web Site"), are subject to change at any time without notice. Certain weights, measures and similar descriptions are approximate and are provided for convenience purposes only. Ardyss and its service suppliers which operate this Web Site pursuant to agreements with Ardyss, make all reasonable efforts to accurately display the attributes of products, including the applicable colors; however, the actual color you see will depend on your computer system, and we cannot guarantee that your computer will accurately display such colors. The inclusion of any products or services on this Web Site at a particular time does not imply or warrant that these products or services will be available at any time. It is your responsibility to ascertain and obey all applicable

local, state, federal and international laws (including minimum age requirements) in regard to the possession, use and sale of any item purchased from this Web Site. By placing an order, you represent that the products ordered will be used only in a lawful manner. All videocassettes, DVDs and similar products sold are for private, home use (where no admission fee is charged), non-public performance and may not be duplicated.

- 2. Ordering, Shipping and Returns.** When an order is placed, it will be shipped to an address designated by the purchaser as long as that shipping address is compliant with the shipping restrictions contained on this Web Site. All purchases from this Web Site are made pursuant to a shipment contract. As a result, risk of loss and title for items purchased from this Web Site pass to you upon delivery of the items to the carrier. You are responsible for filing any claims with carriers for damaged and/or lost shipments. You may return or exchange a product or service purchased from this Web Site in accordance with our Return and Exchange Policy. Certain jurisdictions may provide additional statutory rights. Nothing herein is meant to limit your return or cancellation rights under local law.

- 3. Accuracy of Information.** We attempt to ensure that information on this Web Site is complete, accurate and current. Despite our efforts, the information on this Web Site may occasionally be inaccurate, incomplete or out of date. We make no representation as to the completeness, accuracy or currentness of any information on this Web Site. For example, products included on this Web Site may be unavailable, may have different attributes than those listed, or may actually carry a different price than that stated on this Web Site. In addition, we may make changes in information about price and availability without notice. While it is our practice to confirm orders by email, the receipt of an email order confirmation does not constitute our acceptance of an order or our confirmation of an offer to sell a product or service. We reserve the right, without prior notice,

to limit the order quantity on any product or service and/or to refuse service to any customer. We also may require verification of information prior to the acceptance and/or shipment of any order.

4. **Fees.** For all charges or deposits for any events, products and/or services ordered by you on or through the Web Site, Ardyss or its vendors or agents will bill your bank card or alternative payment method offered by Ardyss and you agree to pay all such charges or deposits. When you provide bank card information, account numbers or other information necessary to facilitate payment to us or our vendors, you represent to us that you are the authorized user of the bank card that is used to pay for the products and services. In the event legal action is necessary to collect on balances due, you agree to reimburse Ardyss and its vendors or agents for all expenses incurred to recover sums due, including attorneys' fees and other legal expenses. You are responsible for purchase of, and payment of charges for, all Internet access services and telecommunications services needed for use of the Web Site. You understand that we will hold and store such bank card or payment information to facilitate payment and deposit, damage reimbursement, and other liability purposes.

5. **Account Registration and Security.** You understand that you may need to create an account to place orders and to have access to all of the parts of the Web Site. In order to use those restricted portions of the Web Site, you will: (a) provide true, accurate, current and complete information about yourself and your business as prompted by the Web Site's registration or subscription page (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Ardyss has reasonable grounds to suspect that such information is untrue,

inaccurate, not current or incomplete, Ardyss has the right to suspend or terminate your account and refuse any and all current or future use of the Web Site (or any portion thereof). You are entirely responsible for the security and confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You will not share your account information or your user name and password with any third party or permit any third party to logon to the Web Site using your account information. You agree to immediately notify us of any unauthorized use of your account or any other breach of security of which you become aware. You are responsible for taking precautions and providing security measures best suited for your situation and intended use of the Web Site. We have the right to provide user billing, account, content, purchase or use records, and related information under certain circumstances (such as in response to legal responsibility, lawful process, orders, subpoenas, or warrants, or to protect our rights, customers or business). Please note that anyone able to provide your personally identifiable information will be able to access your account so you should take reasonable steps to protect this information.

- 6. Use of this Web Site.** The design of this Web Site and all text, graphics, images, video, information, content, and other material displayed on or that can be downloaded from this Web Site are protected by copyright, trademark and other laws and may not be used except as permitted in these Terms and Conditions or with prior written permission of the owner of such material. The content, software and other technology components of this Web Site are © Ardyss Life or its respective affiliates or suppliers. All rights reserved. You may not modify the information or materials displayed on or that can be downloaded from this Web Site in any way or reproduce or publicly display, perform, or distribute or otherwise use any such information or materials for any public or commercial purpose. Any unauthorized use of any such information or materials may violate copyright laws, trademark laws, laws of privacy and publicity, and other laws and

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7. **Trademarks.** Certain trademarks, trade names, service marks and logos used or displayed on this Web Site are registered and unregistered trademarks, trade names and service marks of Ardyss and its affiliates. Other trademarks, trade names and service marks used or displayed on this Web Site are the registered and unregistered trademarks, trade names and service marks of their respective owners. Nothing contained on this Web Site grants or should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademarks, trade names, service marks or logos displayed on this Web Site without the written permission of Ardyss or such other owner.

8. **Linking to this Web Site.** Running or displaying this Web Site or any information or material displayed on this Web Site in frames or through similar means on another Web site without our prior written permission is prohibited. Any permitted links to this Web Site must comply will all applicable laws, rule and regulations.

9. **Third Party Links.** From time to time, this Web Site may contain links to Web sites that are not owned, operated or controlled by Ardyss or its affiliates. All such links are provided solely as a convenience to you. If you use these links, you will leave this Web Site. Neither we nor any of our respective affiliates are responsible for any content, materials or other information located on or accessible from any other Web site. Neither we nor any of our respective affiliates endorse, guarantee, or make any representations or warranties regarding any other Web sites, or any content, materials or other information located or accessible from any other Web sites, or the results that you may obtain from using any other Web sites. If you decide to access any other Web

sites linked to or from this Web Site, you do so entirely at your own risk.

- 10. Inappropriate Material.** You are prohibited from posting or transmitting any unlawful, threatening, defamatory, libelous, obscene, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense or give rise to civil liability, or otherwise violate any law. In addition to any remedies that we may have at law or in equity, if we determine, in our sole discretion, that you have violated or are likely to violate the foregoing prohibitions, we may take any action we deem necessary to cure or prevent the violation, including without limitation, the immediate removal of the related materials from this Web Site. We will fully cooperate with any law enforcement authorities or court order or subpoena requesting or directing us to disclose the identity of anyone posting such materials.

- 11. User Information.** Other than personally identifiable information, which is subject to this Web Site's Privacy Statement, any material, information, videos, pictures, suggestions, ideas, concepts, know-how, techniques, questions, comments or other communication you transmit or post to this Web Site in any manner ("User Communications") is and will be considered non-confidential and non-proprietary. Personally identifiable information that you voluntarily post on any part of this Web Site that is viewable by the public (e.g., in the Customer Reviews section) is not subject to this Web Site's Privacy Statement and is considered User Communications. We and our respective affiliates and our or their designees may use any or all User Communications for any purpose whatsoever, including, without limitation, reproduction, transmission, disclosure, publication, broadcast, development, manufacturing and/or marketing in any manner whatsoever for any or all commercial or non-commercial purposes. We may, but are not obligated to, monitor or review any User Communications. We will have no obligation to use, return, review, or respond to any User Communications. We will have no liability

related to the content of any such User Communications, whether or not arising under the laws of copyright, libel, privacy, obscenity, or otherwise. We retain the right to remove any or all User Communications that includes any material we deem inappropriate or unacceptable. You agree that that all User Communications are truthful, that you have obtained the consent of anyone appearing in any User Communications with you, and that any User Communications will not infringe on or violate the rights of any person or entity. By submitting, transmitting, posting, uploading, modifying or otherwise providing any User Communications, whether solicited or unsolicited, you agree that you are granting us and our respective affiliates and our or their designees a royalty-free, fully paid, non-exclusive, irrevocable, perpetual, unrestricted, worldwide license to publish, transmit, perform, display, create derivative works from and otherwise use such User Communications for any purpose, including, without limitation, advertising and promotional purposes, in any media, now or hereafter known, even if these Terms of Use are later modified or terminated, without any compensation to you.

12. DISCLAIMERS. YOUR USE OF THIS SITE IS AT YOUR RISK. THE INFORMATION, MATERIALS AND SERVICES PROVIDED ON OR THROUGH THIS WEB SITE ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. NEITHER ARDYSS NOR ANY OF ITS RESPECTIVE AFFILIATES NOR SUPPLIERS WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION, MATERIALS OR SERVICES PROVIDED ON OR THROUGH THIS WEB SITE. THE INFORMATION, MATERIALS AND SERVICES PROVIDED ON OR THROUGH THIS WEB SITE MAY BE OUT OF DATE, AND NEITHER ARDYSS NOR ANY OF ITS RESPECTIVE AFFILIATES NOR SUPPLIERS MAKES ANY COMMITMENT OR ASSUMES ANY DUTY TO UPDATE SUCH INFORMATION, MATERIALS OR SERVICES. THE

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YOU HEREBY RELEASE AND WAIVE ANY AND ALL CLAIMS AGAINST ARDYSS, ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS, SUCCESSORS OR ASSIGNS, AND ANY PARTY INVOLVED IN THE CREATION, PRODUCTION OR TRANSMISSION OF THIS WEB SITE ARISING OUT OF, OR IN CONJUNCTION WITH YOUR USE OF THE WEB SITE.

13. LIMITATIONS OF LIABILITY. Neither Ardyss nor its affiliates nor suppliers assumes any responsibility, or will be liable, for any damages to, or any viruses that may infect, your computer, telecommunication equipment, or other property caused by or arising from your access to, use of, or browsing this Web Site, or your downloading of any information or materials from this Web Site. IN NO EVENT WILL ARDYSS, OR ANY OF ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS, SUCCESSORS OR ASSIGNS, NOR ANY PARTY INVOLVED IN THE CREATION, PRODUCTION OR TRANSMISSION OF THIS WEB SITE, BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THIS WEB SITE, ANY WEB SITES LINKED TO THIS WEB SITE, OR THE MATERIALS, INFORMATION OR SERVICES CONTAINED ON ANY OR ALL SUCH WEB SITES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW. PLEASE REFER TO YOUR LOCAL LAWS FOR ANY SUCH PROHIBITIONS.

IN THE EVENT OF ANY PROBLEM WITH THIS WEB SITE OR ANY CONTENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THIS WEB SITE. IN THE EVENT OF ANY PROBLEM WITH THE PRODUCTS OR SERVICES THAT YOU HAVE PURCHASED ON OR THROUGH THIS WEB SITE, YOU AGREE THAT YOUR SOLE REMEDY, IF ANY, IS FROM THE MANUFACTURER OF SUCH PRODUCTS OR SUPPLIER OF SUCH SERVICES, IN ACCORDANCE WITH SUCH MANUFACTURER'S OR SUPPLIER'S WARRANTY, OR TO SEEK A RETURN AND REFUND FOR SUCH PRODUCT OR SERVICES IN ACCORDANCE WITH THE RETURNS

AND REFUNDS POLICIES POSTED ON THIS WEB SITE.

14. Arbitration. PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND HOW CLAIMS THAT YOU AND ARDYSS HAVE AGAINST EACH OTHER ARE RESOLVED.

This Section is deemed to be a "written agreement to arbitrate" pursuant to the Federal Arbitration Act. You and Ardyss agree that we intend that this Section satisfies the "writing" requirement of the Federal Arbitration Act. This Section can only be amended by mutual agreement.

We believe that arbitration is a faster, more convenient and less expensive way to resolve any disputes or disagreements that you may have with us. Therefore, pursuant to these Terms and Conditions, if you have any dispute or disagreement with us regarding (i) your use of or interaction with the Web Site, (ii) any purchases or other transactions or relationships with Ardyss, or (iii) any data or information you may provide to Ardyss or that Ardyss may gather in connection with such use, interaction or transaction (collectively, "Ardyss Transactions or Relationships"), you will not have the right to pursue a claim in court, or have a jury decide the claim and you will not have the right to bring or participate in any class action or similar proceeding in court or in arbitration. By using or interacting with the Web Site, or engaging in any other Ardyss Transactions or Relationships with us, you agree to binding arbitration as provided below.

We will make every reasonable effort to informally resolve any complaints, disputes, or disagreements that you may have with us. If those efforts fail, by using our Web Site, you agree that any complaint, dispute, or disagreement you may have against Ardyss, and any claim that Ardyss may have against you, arising out of, relating to, or connected in any way with these Terms and Conditions, our Privacy Statement, or any Ardyss Transactions or Relationships shall be resolved exclusively by final and binding arbitration ("Arbitration") administered by JAMS or its successor ("JAMS") and conducted in accordance

with the JAMS Streamlined Arbitration Rules And Procedures in effect at the time the Arbitration is initiated or, if the amount in controversy exceeds \$100,000, in accordance with the JAMS Comprehensive Arbitration Rules And Procedures then in effect (respectively, the "Applicable Rules"). The Applicable Rules can be found at www.jamsadr.com. If JAMS is no longer in existence, the Arbitration shall be administered by the American Arbitration Association or its successor (the "AAA") instead, and conducted in accordance with the AAA Commercial Arbitration Rules in effect at that time (which shall be the "Applicable Rules" in such circumstances). If JAMS (or, if applicable, AAA) at the time the arbitration is filed has Minimum Standards of Procedural Fairness for Consumer Arbitrations in effect which would be applicable to the matter in dispute, Ardyss agrees to provide the benefit of such Minimum Standards to you to the extent they are more favorable than the comparable arbitration provisions set forth in this Section, provided, however, that in no event may such Minimum Standards contravene or restrict the application of subpart (e) or (i) below. Furthermore, this Section shall not prevent any party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. You further agree that:

1. (a) Single Arbitrator. The Arbitration shall be conducted before a single arbitrator selected in accordance with the Applicable Rules or by mutual agreement between you and Ardyss (the "Arbitrator");
2. (b) Arbitrator Will Interpret This Agreement. The Arbitrator, and not any federal, state or local court or agency, shall have the exclusive authority to resolve any dispute arising under or relating to the validity, interpretation, applicability, enforceability or formation of these Terms and Conditions and/or these arbitration provisions in this Section hereof, including but not limited to any claim that all or any part of these Terms and Conditions is void or voidable;
3. (c) Location of Arbitration. The Arbitration shall be held either: (i) at a location determined by JAMS (or, if applicable, AAA) pursuant to the Applicable Rules (provided that such location is reasonably convenient for you and does not require travel in excess of 100 miles from your home or

place of business); or (ii) at such other location as may be mutually agreed upon by you and Ardyss; or (iii) at your election, if the only claims in the arbitration are asserted by you and are for less than \$10,000 in aggregate, by telephone or by written submission.

4. (d) Governing Law. The Arbitrator (i) shall apply internal laws of the Commonwealth of Pennsylvania consistent with the Federal Arbitration Act and applicable statutes of limitations, or, to the extent (if any) that federal law prevails, shall apply the law of the U.S., irrespective of any conflict of law principles; (ii) shall entertain any motion to dismiss, motion to strike, motion for judgment on the pleadings, motion for complete or partial summary judgment, motion for summary adjudication, or any other dispositive motion consistent with Pennsylvania or federal rules of procedure, as applicable; (iii) shall honor claims of privilege recognized at law; and (iv) shall have authority to award any form of legal or equitable relief;
5. (e) No Class Relief. The Arbitration can resolve only your and/or Ardyss' individual claims, and the Arbitrator shall have no authority to entertain or arbitrate any claims on a class or representative basis, or to consolidate or join the claims of other persons or parties who may be similarly situated;
6. (f) Written Award. The Arbitrator shall issue a written award supported by a statement of decision setting forth the Arbitrator's complete determination of the dispute and the factual findings and legal conclusions relevant to it (an "Award"). Judgment upon the Award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets;
7. (g) Arbitration Costs. In the event that you are able to demonstrate that the costs of Arbitration will be prohibitive as compared to the costs of litigation, Ardyss will pay as much of your filing and hearing fees in connection with the Arbitration as the Arbitrator deems necessary to prevent the arbitration from being cost-prohibitive, regardless of the outcome of the Arbitration,

unless the Arbitrator determines that your claim(s) were frivolous or asserted in bad faith;

8. (h) Reasonable Attorney's Fees. In the event you recover an Award greater than Ardyss' last written settlement offer, the Arbitrator shall also have the right to include in the Award Ardyss' reimbursement of your reasonable and actual out-of-pocket attorneys' fees associated with the Arbitration, but Ardyss shall in all events bear its own attorneys' fees; and
9. (i) Interpretation and Enforcement of Arbitration Clause. With the exception of subpart (e) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Applicable Rules, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (e) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither you nor Ardyss shall be entitled to arbitrate their dispute, and must instead bring any claims in a court of competent jurisdiction.
10. (j) Modification of Arbitration Clause With Notice. Ardyss may modify these arbitration provisions, but such modifications shall only become effective thirty (30) days after Ardyss has given notice of such modifications and only on a prospective basis for claims arising from Ardyss Transactions and Relationships occurring after the effective date of such notification.
11. (k) Small Claims Matters are Excluded. No Class Relief or Joinder of Claims. Notwithstanding the foregoing arbitration provisions, at your option, you may bring any claim you have against Ardyss in your local small claims court within the U.S., if your claim is within such court's jurisdictional limit; provided that such court does not have the authority to entertain any claims on a class or representative basis, or to consolidate or join the claims of other persons or parties who may be similarly situated

in such proceeding.

- 15. Termination.** You or we may suspend or terminate your account or your use of this Web Site at any time, for any reason or for no reason. You are personally liable for any orders placed or charges incurred through your account prior to termination. We reserve the right to change, suspend, or discontinue all or any aspect of this Web Site at any time without notice.

- 16. Health Related Information.** The information contained in the Web Site is provided for informational purposes only and is not meant to substitute for the advice provided by your doctor or other health care professional. You should not use the information available on or through the Web Site (including, but not limited to, information that may be provided on the Web Site by healthcare or nutrition professionals employed by or contracting with Ardyss) for diagnosing or treating a health problem or disease, or prescribing any medication. Information and statements regarding dietary supplements have not been evaluated by the Food and Drug Administration and are not intended to diagnose, treat, cure, or prevent any disease. You should read carefully all product packaging prior to use.

- 17. Indemnity.** You agree to indemnify and hold Ardyss and our partners, affiliates (and their franchisees and licensees), and subsidiaries, officers, directors, employees, successors and assigns, harmless from any claim, loss or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of our Web Site, your connection to our Web Site, your violation of these Terms and Conditions, or your violation of any rights of another party. This indemnity survives termination of these Terms and Conditions.

- 18. Domestic Use; Export Restriction.** We control the Web Site from our offices within Mexico and The United States. We make no representation that the Web Site or its content (including, without limitation, any products or services available on or through the Web Site) are appropriate or available for use in other locations. Users who access the Web Site from outside the United States of America or Mexico do so on their own initiative and must bear all responsibility for compliance with local laws, if applicable. Further, the United States and Mexico export control laws prohibit the export of certain technical data and software to certain territories. No content from the Web Site may be downloaded in violation of United States or Mexico's law.
- 19. Access and Interference.** You agree that you will not use any robot, spider, scraper or other automated means to access the Web Site for any purpose without our express written permission. Additionally, you agree that you will not: (i) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) interfere or attempt to interfere with the proper working of the site or any activities conducted on the Web Site; or (iii) bypass any measures we may use to prevent or restrict access to the Web Site.
- 20. Right to Takedown Content.** Ardyss shall have the right in our sole discretion to edit, refuse to post or remove any material submitted to or posted on the Web Site at any time without notice. Without limiting the foregoing, we shall have the right to remove any material that we find to be in violation of the provisions hereof or otherwise objectionable, and the additional right to deny any user who fails to conform to any provision of these Terms and Conditions access to the Web Site or any part thereof.

- 21. General.** Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision by us. If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of our Terms and Conditions remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Web Site or our Terms and Conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred.
- 22. Additional Assistance.** If you do not understand any of the foregoing Terms and Conditions or if you have any questions or comments, we invite you to contact us at distributor.support@ardysslife.com. Alternatively, you may call us at (702) 313-3333.
- 23. Entire Agreement.** These Terms and Conditions, and any other documents and policies referenced herein, constitute the complete and exclusive understanding between Ardyss and you relating to the subject matter hereof and supersedes any prior versions of these Terms and Conditions as well as all prior or contemporaneous understandings, agreements, communications, and/or advertising with respect to such subject matter.
- 24. Revisions to these Terms and Conditions.** **These Terms and Conditions may be revised at any time and from time to time by updating this posting. You should visit this page from time to time to review the then current Terms and Conditions because they are binding on you. Certain provisions of these Terms and Conditions may be superseded by legal notices or terms located on particular pages of this Web Site.**