

BioElevate Terms and Conditions:



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Introduction:

Welcome to the www.BioElevate.co.uk website (“Site”). This Terms of Use Agreement (“Agreement”) sets forth the agreement between BioElevate (“we”) and each user (“you” or “user”) governing the use by you of this Site. Please read this Agreement carefully before using this Site. By using this Site, you agree to be bound by the terms and conditions contained in this Agreement. If you do not agree to the terms and conditions contained in this Agreement, you may not access or otherwise use this Site.

These Terms may change from time to time. We will notify you of any material changes to these Terms by posting a notice on the homepage of the Site for a reasonable period of time after such changes are made that these Terms have been updated, and by changing the “Last Updated” date at the top of this webpage. We encourage you to check this page periodically for any changes. Your continued use of the Site following the posting of changes to these terms will mean you accept those changes.

In addition, when using particular services or features or making purchases on the Site, you shall be subject to any posted guidelines or policies applicable to such services, features or purchases that may be posted from time to time. All such guidelines or policies are hereby incorporated by reference into this Agreement.

Not Healthcare Advice:

This site is not intended to provide medical advice, diagnosis or treatment. The products, information, services and other content provided on and through this Site, including information that may be provided on the Site (directly or via linking to third-party sites by a healthcare or nutrition professional), are provided for informational purposes only. Please consult with your physician or other healthcare professional (collectively, “Healthcare Professional”) regarding any medical or health-related diagnosis or treatment options.

The information provided on this Site, Linked Sites (as defined), any product label or product packaging, including information relating to health conditions or products, is often provided in summary or aggregate form. Again, it is not intended as a substitute for advice from your Healthcare Professional.

You should not use the information or services on this Site for diagnosis or treatment of any health issue or for prescription of any medication, drug or other treatment. You should always consult with your Healthcare Professional, and carefully read all information about a product and on or in any product label or packaging, before using any dietary supplement, before starting any diet or exercise program or before adopting any regimen for a health condition. Each person is different, and the way you react to a particular product may be significantly different from the way other people react to such product. You should also consult your Healthcare Professional regarding any interactions between any medication you are currently taking and any dietary supplements. BioElevate customers are encouraged to voluntarily participate in our forums, blogs, or reviews, including descriptions of their experiences with specific products. Any comments made by employees in these forums or in reviewing products are strictly their own personal views made in their personally capacity. These comments are not claims made by BioElevate nor do they represent the view or position of BioElevate.

Privacy:

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Links on the Site to third party websites are provided only as a convenience to you. If you use these links, you will leave the Site. BioElevate does not control or endorse any such third-party websites. You agree that BioElevate Parties will not be responsible or liable for any content, goods or services provided on or through these outside websites or for your use or inability to use such websites. You will use these links at your own risk.

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SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE EXCLUSIONS AND LIABILITY ARE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

Indemnification:

You agree to indemnify, defend and hold harmless BioElevate Parties against all claims, demands, causes of action, losses, expenses, damages and costs, including any reasonable attorneys' fees, resulting or arising from or relating to your use of or conduct on the Site, any activity related to your account by you or any other person, any material that you submit to, post on or transmit through the Site, your breach of this Agreement, your infringement or violation of any rights of another, or termination of your access to the Site.

Site Usage – Termination of Usage:

You are required to establish an account on this Site in order to take advantage of certain features of this Site, such as making a purchase. If you provide information on this Site, you agree to (a) provide true, accurate, current, and complete information about yourself as prompted by the Site, and (b) maintain and promptly update such information to keep it true, accurate, current and complete to the extent the Site facilitates such updates. If you provide any information that is false, inaccurate, outdated, or incomplete, or BioElevate has reasonable grounds to suspect that such information is



false, inaccurate, outdated or incomplete, BioElevate has the right to suspend or terminate your account and prohibit any and all current or future use of the Site (or any portion thereof) by you.

You will create a username and password while completing the account registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify BioElevate of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. You agree to be responsible for all charges resulting from the use of your account on the Site, including charges resulting from unauthorized use of your account prior to your taking steps to prevent such occurrence by changing your password and notifying BioElevate. BioElevate Parties cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

You agree to use this Site only for lawful purposes, and that you are responsible for your use of and communications on the Site. You agree not to post on or transmit through this Site any unlawful, infringing, threatening, harassing, defamatory, vulgar, obscene, profane, indecent, offensive, hateful, or otherwise objectionable material of any kind, including any material that encourages criminal conduct or conduct that would give rise to civil liability, infringes others' intellectual property rights or otherwise violates any applicable local, state, national or international law. You agree not to use this Site in any manner that interferes with its normal operation or with any other user's use and enjoyment of the Site.

You further agree that you will not access this Site by any means except through the interface provided by BioElevate for access to the Site. Creating or maintaining any link from another website to any page on this Site without the prior written authorization of BioElevate is prohibited. Running or displaying this Site or any information or material displayed on this Site in frames or through similar means on another website without the prior written authorization of BioElevate is prohibited. Any permitted links to this Site must comply with all applicable laws, rule, and regulations.

BioElevate makes no representation that Materials contained on the Site or products described or offered on the Site are appropriate or available for use in jurisdictions outside the United States, or that this Agreement complies with the laws of any other country. Visitors who use the Site and reside outside the United States do so on their own initiative and are responsible for compliance with all laws, if and to the extent local laws are applicable. You agree that you will not access this Site from any territory where its contents are illegal, and that you, and not BioElevate Parties, are responsible for compliance with applicable local laws.

This Agreement is effective unless and until terminated by either you or BioElevate. You may terminate this Agreement at any time, provided that you discontinue any further use of this Site. BioElevate also may terminate or suspend this Agreement, at any time, without notice, and accordingly deny you access to the Site, if in BioElevate's sole discretion you fail to comply with any term or provision of this Agreement, or your use is harmful to the interests of another user or BioElevate Parties. Upon any termination of the Agreement by either you or us, you must promptly destroy all materials downloaded or otherwise obtained from this Site, as well as all copies of such materials, whether made under the terms of use or otherwise. BioElevate reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site (or any part thereof) with or without notice. Except as otherwise expressly stated in this Agreement, you agree that BioElevate Parties shall not be liable to you or to any third party for any modification, suspension, or discontinuation of the Site.

You agree that BioElevate may terminate or suspend your access to all or part of this Site, without notice, for any conduct that BioElevate, in its sole discretion, believes is in violation of this Agreement or any applicable law or is harmful to the interests of another user or BioElevate Parties.

Sections IV (Privacy), VII (Disclaimer – Limitation of Liability), VIII (Indemnification), IX (Site Usage – Termination of Usage), X (User Content and Conduct), XI (Applicable Law, Jurisdiction, and Dispute Resolution), XII (Severability and Interpretation) and XIV (Miscellaneous) shall survive any termination of this Agreement.



User Content and Conduct:

Where applicable at the Site, you are invited to post your own content (“User Content”). Please note that this Site is intended for adult use; if you are under the age of 13, do not submit any User Content to this Site.

You understand that all User Content, whether you have publicly posted on a forum or privately transmitted to another Site user or to us, is your sole responsibility. Though the Site is designed to be a safe place to share such User Content, BioElevate cannot guarantee that other users will not misuse the User Content that you share. If you have any User Content that you would like to keep confidential and/or do not want others to use, do not post it to the Site. Under no circumstances will BioElevate be liable in any way for any User Content, including, but not limited to, any errors or omissions in any User Content, or for 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 Site. **BIOELEVATE IS NOT RESPONSIBLE FOR A USER'S MISUSE OR MISAPPROPRIATION OF ANY USER CONTENT YOU POST TO THE SITE.**

By posting any User Content at the Site, you hereby grant BioElevate a royalty-free, fully paid up, perpetual, irrevocable, non-exclusive and fully sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, combine with other works, create derivative works from, distribute, perform, edit and display such User Content (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed. You specifically waive any “moral rights” in and to the User Content. The foregoing grant includes, without limitation, any copyrights and other intellectual property rights in and to your User Content. You represent and warrant that: you own the User Content posted by you on or through the Site or otherwise have the right to grant the license set forth in this Section; and the posting of your User Content on or through the Site does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person. You agree to pay for all royalties, fees, and any other monies owing any person by reason of any User Content you posted to or through the Site.

You acknowledge and agree that BioElevate 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: comply with legal process; enforce this Agreement; respond to claims that any User Content violates the rights of third-parties; or protect the rights, property, or personal safety of BioElevate, its users and the public. You understand that the technical processing and transmission of the Site, including your User Content, may involve transmissions over various networks; and changes to conform and adapt to technical requirements of connecting networks or devices.

You agree to each of the conditions in this Agreement and further agree that each of these conditions applies forever and broadly with regard to BioElevate worldwide. Posting of User Content to or through the Site, including ideas or disclosures of opinions, is voluntary on your part. No confidential or contractual relationship is established by your posting of User Content or is to be implied by our review or subsequent use of your User Content. BioElevate shall not be liable for any disclosure of any User Content, including opinion(s) or suggestion(s), you post to or through the Site. **BIOELEVATE SHALL BE ENTITLED TO UNRESTRICTED USE OF ANY USER CONTENT IT MAY RECEIVE FROM YOU AT OR THROUGH THE SITE, FOR ANY PURPOSE WHATSOEVER, COMMERCIAL OR OTHERWISE, WITHOUT COMPENSATION TO YOU AS PROVIDER OF THE USER CONTENT**

You agree that you will not use the Site to:

Upload, post, email or otherwise transmit any User Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; harm minors in any way; impersonate any person or entity, including, but not limited to a representative of BioElevate, or falsely state or otherwise misrepresent your affiliation with a person or entity; forge headers or otherwise manipulate identifiers in order to disguise the origin of any User Content transmitted through the Site; 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 non-disclosure agreements); upload, post, email or otherwise transmit any User Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party; 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, except in those areas that are designated for such purpose; upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, emulate, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Site are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges; interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site; "stalk" or otherwise harass another; collect or store personal data about other Site users; or gain access to unauthorized areas of the Site or our network or servers.

We will terminate the account and/or block Site users who repeatedly violate the above-mentioned items or the intellectual property rights of any other person on this Site.

You understand that by using the Site, you may be exposed to User Content created by others that is offensive, indecent or objectionable. BioElevate does not endorse or have control over the User Content. User Content is not reviewed by BioElevate prior to posting and does not reflect the opinions or policies of BioElevate. BioElevate makes no representations or warranties, express or implied as to the User Content or the accuracy and reliability of the User Content or any other material or information that you may access through the Site. BioElevate assumes no responsibility for monitoring the Site for inappropriate submissions or conduct. If at any time BioElevate chooses, in its sole discretion, to monitor the Site, BioElevate nonetheless assumes no responsibility for the User Content, has no obligation to modify or remove any inappropriate User Content, and has no responsibility for the conduct of the Site users submitting any such User Content. Notwithstanding the foregoing, BioElevate and its designees shall have the right to remove any User Content that violates this Agreement or is otherwise objectionable, in BioElevate's sole discretion. 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. You are solely responsible for your interaction.

You are solely responsible for your interactions with other Site users. BioElevate reserves the right, but has no obligation, to monitor disputes between you and other Site users and to terminate your Site access, in its sole discretion.

Applicable Law, Jurisdiction, and Dispute Resolution:

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado in the United States, without regard to its choice of law provisions. You agree to submit to personal jurisdiction in the State of Colorado and further agree that any cause of action arising from or relating to the use of this Site or this Agreement shall be brought exclusively in the federal or state courts residing in Boulder County, Colorado.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AND BioElevate HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING OR LITIGATION BROUGHT AGAINST THE OTHER WITH RESPECT TO THIS AGREEMENT OR THE SITE. IN ADDITION, NEITHER YOU NOR BioElevate SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER SITE USERS, OR LITIGATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.



Severability and Interpretation:

If any provision of this Agreement shall be deemed unlawful, void, or for any reason unenforceable by a court of competent jurisdiction, the validity and enforceability of any remaining provisions shall not be affected. When used in this Agreement, the term “including” shall be deemed to be followed by the words “without limitation.”

Entire Agreement:

This Agreement constitutes the entire and only Agreement between BioElevate and each user of this Site with respect to the subject matter of this Agreement and supersedes any and all prior or contemporaneous Agreements, representations, warranties and understandings, written or oral, with respect to the subject matter of this Agreement.

Miscellaneous:

The failure of BioElevate Parties to insist upon strict adherence to any term of this Agreement shall not constitute a waiver of such term and shall not be considered a waiver or limit that party's right thereafter to insist upon strict adherence to that term or any other term of this Agreement. You agree that regardless of any statute or law to the contrary, any claim of cause of action arising from or relating to use of this Site or this Agreement must be filed within one (1) year after such claim or cause of action arose or will be forever barred. The “Disclaimer; Limitation of Liability” provisions of this Agreement are for the benefit of BioElevate Parties as defined herein, and each of these individuals or entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

Policy:

We respect the intellectual property rights of others and require that Site users do the same. If you believe that your proprietary work has been copied in a way that constitutes copyright infringement, please forward the following information to BioElevate's Copyright Agent, designated as such pursuant to the Digital Millennium Copyright Act, 17 U.S.C. § 512(c)(2), named below:

- A physical signature of the person authorized to act on behalf of the owner of the copyright
- A description of the copyrighted work that you claim has been infringed
- A description of where the material that you claim is infringing is located on the Service
- Your address, telephone number, and email address
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- 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

Copyright Agent:

Katie Rees, BioElevate

Contact Information:

If you have any comments or questions regarding this Agreement, or wish to report any violation of this Agreement, please contact us at katie@bioelevate.co.uk. We will address any issue to the best of our abilities as soon as possible.

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