

Terms and Conditions

Our terms and conditions apply to all transactions throughout our website and are set out below. Please read through these carefully before placing your order and print a copy for future reference. Please also read our Privacy Policy section, which forms part of the Terms and Conditions, regarding personal information provided by you. We may change these terms from time to time without notice to you. Changes will apply to any subsequent orders received.

By placing an order with us you will be deemed to have read, understood and agreed to these Terms and Conditions.

For questions regarding the terms please contact us at <http://www.easyweightlosspill.com/ContactUs.php>

Health Disclaimer Any statements made on this

website have not been evaluated by the FDA (The FDA only evaluates foods and drugs, not supplements like these product.) This product is not intended to diagnose, prevent, treat, or cure any disease.

If you have any pre-existing medical conditions or if you are taking any prescription medications consult your physician before use of any supplement. Do not use if pregnant or lactating. Do not exceed the recommended use. Not for use by individuals under the age of 18. Keep out of reach of children.

Free Trial Terms and Conditions

The 21 day Free Trial offer is designed to display the quality and effectiveness of the SlimElite product. This gives you the opportunity to try this remarkable program for FREE (you just pay shipping and handling) so you can come to a decision for yourself if this is the right product for you.

Upon ordering, you agree to pay the shipping and handling fees for the free trial bottle. You'll have 21 days from the date of your order ships to evaluate the product and see the results for yourself. If you enjoy the formula, simply do nothing. You will be billed the discounted price of \$79.95 at the end of your 21-day trial period.

You understand that unless you return the unused pills and bottle to us within 21 days, beginning on the 22 day your credit card will automatically be charged \$79.95 (this is 20% savings off the retail price) for the full month's supply. You agree to have a fresh 30 day supply of SlimElite shipped to your door every 30 days thereafter, unless you cancel further shipments which you can do at anytime by visiting

<http://www.easyweightlosspill.com/ContactUs.php>

You understand that you may be liable for future payments of goods and services, under the terms of this agreement, If you fail to notify the supplier not to supply the goods or services described, beginning on the 30th day your credit card will automatically be charged \$79.95 (20% savings off the retail price) for a 30 day supply of SlimElite to be shipped to your door, and every 30 days thereafter, unless you cancel further shipments which you can cancel at anytime by visiting <http://www.easyweightlosspill.com/ContactUs.php>

21 DAY TRIAL PERIOD INCLUDES SHIPPING TIME

You are not obligated to purchase after you receive your free trial bottle and you may cancel anytime by contacting us <http://www.easyweightlosspill.com/ContactUs.php> or calling

1-800-646-1342 (US calls)

1-386-206-8511 (international calls)

Monday thru Friday 9 AM – 5 PM Eastern Standard Time within the 21 day cancellation period and returning the unused portion. **You will never be billed.**

Unless you call to cancel, you'll continue to get a fresh one-month supply of SlimElite every 30 days for the discounted price of \$79.95 Free shipping and handling. You can cancel anytime.

If you do not understand or do not agree with the Terms and Conditions please do not place an order.

Return and Refund Policy

We have an unconditional 60-day satisfaction guarantee return policy on all shipments.

If you are unsatisfied with our product, you may return the unused portion within 60 days from the date the product was originally shipped to you for a refund according to the following terms. To obtain a refund, your return must be postmarked no more than 60 days from the date the product was originally shipped to you. All returned opened bottles are subject to a 20% administrative handling and restocking fee. We do not refund or credit shipping charges for any monthly shipments. Please note, the following terms apply for all returned items:

To return a product for an exchange or refund you will need to obtain a Return Merchandize Authorization (RMA) number by contacting us through <http://www.easyweightlosspill.com/ContactUs.php> or calling at

1-800-646-1342 (US calls)

1-386-206-8511 (international calls)

Monday thru Friday 9 AM – 5 PM Eastern Standard Time.

Please Note:

1. We cannot process or refund packages marked "Return to Sender."
2. Refunds will be issued to the same credit card that was charged when ordering the product.
3. To ensure a refund is processed for you, please send returns to the address provided along with your RMA number. **The RMA number must be clearly written on the package that you are sending back.**

Our shipping department is NOT allowed to accept any packages without an RMA number.

Returned products must be sent to the following address:

Organic Trend Inc.
50 Leanni Way Unit E6
Palm Coast FL 32137

We are not responsible for lost or stolen items. We recommend all returned items to be sent using some type of delivery confirmation system to ensure proper delivery.

After the shipping department receives your return, it generally takes 2 business days or sooner to process your refund. Once a return is processed, it usually takes 4-6 business days for this return to be posted to your account, depending on your financial institution.

Shipping Terms

The standard ground mail service is shipped via the United States Postal Service First Class Mail. With our Expedited Shipping Option (if available), we will make your shipment our priority and ship these packages out the same day for all orders placed before 1 PM EST and the next day for all orders placed after 1 PM EST (packages will arrive within 3-5 business days). Please be advised that shipments are not sent out on Saturdays, Sundays, and Holidays. We do not guarantee arrival dates or times.

Privacy Policy

We respect Your Privacy. Any information you provide is kept strictly confidential. Under no circumstances will we ever sell or share it with any other individual or company.

Information We Collect

We recognize your right to confidentiality and are committed to protecting your privacy. We use the information that we collect on our Web sites to provide you with a superior shopping experience and to communicate with you about products, services, and promotions.

Collection of Information

We may collect Information in the following ways:

- * Through registration forms filled out by a user on the Site
- * Through Information provided by a user in connection with the purchase of products or services on the Site
- * Through the maintenance and analysis of Web server logs
- * Via e-mail and telephone calls sent by a user to EasyWeightLossPill.
- * Via Internet chat sessions between a user and EasyWeightLossPill.
- * Through the use by EasyWeightLossPill of third-party databases from which user information is extracted and combined with Information obtained by EasyWeightLossPill through other means.

EasyWeightLossPill may also collect personally and non-personally identifiable information from users via "cookies" (small text files placed by EasyWeightLossPill on user computers), single-pixel GIF image files (also called "Web beacons"), Web server log analysis and other similar technological means. Such information may be used to track site trends and enhance the user experience.

Types of Information Collected by EasyWeightLossPill

The following types of Information about a user are among those that may be collected by EasyWeightLossPill in connection with the Site: Name, Postal address, E-mail address, Telephone number, Cell phone number, Facsimile number, Payment information (e.g. credit card numbers and billing addresses), if purchases or payments are made, Date of birth, Age, Gender, Other demographic information (e.g. occupation, income range), IP Address, Referring site and other technical information collected by the site's servers.

No Collection of Information from Children

The Site is not intended for users under the age of 18, nor does EasyWeightLossPill knowingly collect or retains Information in connection with the Site from children under the age of 18.

Use of Information

EasyWeightLossPill may use Information collected in connection with the Site in the following ways:

- * To provide requested information, products and services to users via the Site or through other online or offline channels
- * To enable users to enter prize promotions and receive prizes from EasyWeightLossPill and/or third parties
- * To improve the user experience with the Site
- * In connection with the operation of the Site and EasyWeightLossPill's internal business
- * For users to obtain information and offers for products and services offered by EasyWeightLossPill as well as selected third parties.

In order to do the foregoing, EasyWeightLossPill may give access to the Information to trusted third parties involved in our business, including but not limited to third party contractors providing services to EasyWeightLossPill such as the operation of the Site, communication services and fulfillment of orders, credit card verification and payment services and to other online and offline marketers in connection with offers provided to users by EasyWeightLossPill. EasyWeightLossPill will use commercially reasonable efforts to limit use of the Information by such third parties to the specific uses set forth above. EasyWeightLossPill also utilizes electronic and physical security to reduce the risk of improper access to or manipulation of Information during transmission and storage, but cannot guarantee the security or integrity of the Information and shall have no liability for breaches of security or integrity or third-party interception in transit.

EasyWeightLossPill may also disclose Information when it determines it is necessary to comply with applicable laws or regulations or protect the interests or safety of EasyWeightLossPill, its customers, or other visitors to the Site.

At any time, a user may opt out from receiving future offers from EasyWeightLossPill by following the instructions contained within each marketing communication. Access to Information

Registered users may access their own profiles on the Site at any time. Upon such access, a registered user may modify and correct certain Information contained within that profile.

All other users who provide their Information to EasyWeightLossPill may modify and correct such Information by contacting through <http://www.easyweightlosspill.com/ContactUs.php> or writing us at the following address:

Organic Trend Inc.
50 Leanni Way Unit E6
Palm Coast FL 32137

Changes to this Privacy Policy

EasyWeightLossPill reserves the right to revise and update this Privacy Policy at any time. Any such revisions will be effective on the date of posting to the Site, and will apply to all information collected by EasyWeightLossPill both prior to and following the effective date. Your use of the Site following any such revisions will be deemed your acceptance of such revisions. Users should periodically visit this page to review the current policies with regard to Information. Questions regarding this privacy policy should be sent through Contact Us page <http://www.easyweightlosspill.com/ContactUs.php>

Company Policy

- Disclosing clearly that the product being sent with a 21-day trial period does cost money and the customer will be billed at the end of the trial period unless affirmative action is taken to avoid the charge. (“If you don’t like it, simply send it back before the trial period ends and you will never be charged.”) All that we require is a tracking number showing the package is in transit back to our location to initial the refund.
- Keeping communication with customers as open and easy as possible.
- Disclosing clearly that acceptance of our free trial offer also automatically enrolls the customer in an automatic shipment and billing program, and that cancellation of future shipments can be requested at any time. Upon cancellation, the customer’s account is immediately terminated. The only instance of a product arriving after the customer has cancelled would be if the cancellation took place during the time the product was in transit.
- Disclosing that refunds are of the merchandise only, and that return shipping is of the customer’s responsibility and no shipping fees are refundable.

Terms of Service

TERMS OF SERVICE a legally binding agreement made by and between Organic Trend Inc. (“we” or “us”) and you, personally and, if applicable, on behalf of the entity for whom you are using this web site (collectively, “you”). This TERMS OF SERVICE governs your use of the www.EasyWeightLossPill.com web site (“Web Site”) and the services we offer on the Web Site (“Services”), so please read it carefully.

BY ACCESSING OR USING ANY PART OF THE WEB SITE, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THIS TERMS OF SERVICE. IF YOU DO NOT AGREE TO BE SO BOUND, DO NOT ACCESS OR USE THE WEB SITE.

INTERNET TECHNOLOGY AND THE APPLICABLE LAWS, RULES, AND REGULATIONS CHANGE FREQUENTLY. ACCORDINGLY, WE RESERVE THE RIGHT TO MAKE CHANGES TO THESE TERMS OF SERVICE AT ANY TIME. YOUR CONTINUED USE OF THE WEB SITE CONSTITUTES ASSENT TO ANY NEW OR MODIFIED PROVISION OF THIS TERMS OF SERVICE THAT MAY BE POSTED ON THE WEB SITE.

1. How to Use the Web Site.

(a) Eligibility. Except as expressly provided below, the Web Site may only be used by individuals and entities that can form legally binding contracts under applicable law. No person under the age of 18 may use the Web Site without the supervision of a parent or legal guardian. Your use of the Web Site will be deemed to be a representation that you are 18 years of age or older or using the Web Site with the permission of your parent or guardian. We require that all purchases be made either (i) by individuals 18 years of age or older or (ii) by minors given verifiable permission by their parent or legal guardian to purchase items on the Web Site.

(b) License and Restrictions. Subject to the terms and conditions of this TERMS OF SERVICE, you are hereby granted a limited, non-exclusive right to use the content and materials on our Web Site in the normal course of your use of the Web Site. We will retain ownership of our intellectual property rights and you will not obtain any rights therein by virtue of this TERMS OF SERVICE or otherwise, except as expressly set forth in this TERMS OF SERVICE. You will have no right to use, copy, display, perform, create derivative works from, distribute, transmit or sublicense materials or content available on the Web Site, except as expressly set forth in this TERMS OF SERVICE.

(c) Prohibited Conduct. In your use of the Web Site, you may not: (i) infringe any patent, trademark, trade secret, copyright, right of publicity or other right of any party; (ii) disrupt or interfere with the security or use of the Web Site or any web sites linked to the Web Site; (iii) interfere with or damage the Web Site, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial of service attacks, packet or IP spoofing, forged routing or electronic mail address information, or similar methods or technology; (iv) impersonate another person or entity, misrepresent your affiliation with a person or entity, including (without limitation) us, or use a false identity; (v) attempt to obtain unauthorized access to the Web Site; (vi) engage, directly or indirectly, in transmission of “spam,” chain letters, junk mail or any other type of unsolicited solicitation; (vii) collect, manually or through an automatic process, information about other users or the Web Site without their or our express written consent; (viii) submit false or misleading information to us; (ix) violate any law, rule, or regulation; (x) engage in any activity that interferes with any third party’s ability to use or enjoy the Web Site; or (xi) assist or encourage any third party in engaging in any activity prohibited by this TERMS OF SERVICE.

2. Password and Account Security.

(a) Registration. You may create your own account on the Web Site by completing the online registration process on the Web Site, and must do so if you would like to make a purchase. In doing so, you must provide us

with accurate and complete registration information, and update it if this information changes. It is particularly important to keep the e-mail address associated with your account current because although you may be able to log into your Web Site account using an old e-mail address, you will not be able to receive messages from us about your orders or other matters.

(b) **Accounts and Passwords.** Following registration, we will create an account for you and assign you, or allow you to select, a password. You must keep your password confidential. You will be responsible for all use of your password, including, without limitation, any use by any unauthorized third party. You must notify us immediately if you believe your password may be used by any unauthorized person or entity. For security purposes, we recommend you change your password often. Under no circumstance should you respond to a request for your password. Our employees will never ask for your password. You must notify us immediately if you receive such a request. We reserve the right to suspend or terminate your use of the Web Site if we believe that your password is being used without permission or otherwise in a manner that may disrupt the Web Site.

3. Your Content.

(a) **License.** By posting, storing, or transmitting any content on or to the Web Site, you hereby grant us a perpetual, worldwide, non-exclusive, royalty-free, sub-licensable, right and license to use, copy, display, perform, create derivative works from, distribute, have distributed, transmit and sublicense such content in any form, in all media now known or hereinafter created, anywhere in the world. You hereby irrevocably waive any claims based on moral rights or similar theories, if any.

(b) **Objectionable Content.** We do not have the ability to control the nature of the user-generated content offered through the Web Site. You are solely responsible for your interactions with other users of the Web Site and any content that you post. We will not be liable for any damage or harm resulting from any content or your interactions with other users of the Web Site. We reserve the right, but have no obligation, to monitor interactions between you and other users of the Web Site and take any other action to restrict access to or the availability of any material that we or another user of the Web Site may consider to be obscene, lewd, lascivious, filthy, excessively violent, harassing or otherwise objectionable (including, without limitation, because it violates this TERMS OF SERVICE).

4. **Accuracy of Information.** We attempt to ensure that the information on the Web Site is complete and accurate; however, this information may contain typographical errors, pricing errors, and other errors or inaccuracies. We assume no responsibility for such errors and omissions, and reserve the right to: (i) revoke any offer stated on the Web Site; (ii) correct any errors, inaccuracies or omissions; and (iii) make changes to prices, content, promotions, product descriptions or specifications, or other information on the Web Site.

5. **Sales Tax.** If you purchase any products available on the Web Site ("Products"), you will be responsible for paying any sales tax indicated on the Web Site.

6. **Shipping Limitations.** When you place an order for Products, we will ship the Products to the address designated by you. Risk of loss and title for Products pass to you upon delivery of the Products to the carrier. You are responsible for filing any claims with carriers for damaged or lost shipments.

7. **Fraud.** We reserve the right, but undertake no obligation, to actively report and prosecute actual and suspected credit card fraud. We may, in our discretion, require further authorization from you such as a telephone confirmation of your order and other information. We reserve the right to cancel, delay, refuse to ship, or recall from the shipper any order if fraud is suspected. We capture certain information during the order process, including time, date, IP address, and other information that will be used to locate and identify individuals committing fraud. If any Web Site order is suspected to be fraudulent, we reserve the right, but undertake no obligation, to submit all records, with or without a subpoena, to all law enforcement agencies and to the credit card company for fraud investigation. We reserve the right to cooperate with authorities to prosecute offenders to the fullest extent of the law.

8. **Security.** We employ measures designed to ensure the security of the Web Site, but, as provided below, make no guarantees in this regard.

9. Intellectual Property Rights.

(a) **Copyright.** All materials on the Web Site, including without limitation, the logos, design, text, graphics, other files, and the selection and arrangement thereof are either owned by us or are the property of our suppliers or licensors. You may not use such materials without permission. © 2007 - 2008 Organic Trend Inc. ALL RIGHTS RESERVED.

(b) **Trademarks.** SlimElite is a trade name we own. The related design marks, and other trademarks on the Web Site are owned by us. Page headers, custom graphics, button icons and scripts are trademarks or trade dress we own. You may not use any of these trademarks, trade dress, or trade names without our express written permission.

10. **Third-Party Services.** We may use third parties to provide certain services accessible through the Web Site and may provide links to third-party web sites. We do not control those third parties, their services, or their web sites. We will not be liable to you in any way for your use of such services or web sites. These third parties may have their own terms of use and other policies. You must comply with such terms and policies as well as these TERMS OF SERVICE when you use these services and web sites.

11. **Linking and Framing.** You may not deep link to portions of the Web Site, or frame, inline link, or similarly display any of our property, including, without limitation, the Web Site. You may not use any of our logos or other trademarks as part of a link without express written permission.

12. **Comments.** All comments, feedback, suggestions, ideas, and other submissions that you disclose, submit or offer to us in connection with your use of the Web Site (collectively, "Comments") will become our exclusive property. Such disclosure, submission or offer of any Comments shall constitute an assignment to us

of all worldwide right, title and interest in all patent, copyright, trademark, and all other intellectual property and other rights whatsoever in and to the Comments and a waiver of any claim based on moral rights, unfair competition, breach of implied contract, breach of confidentiality, and any other legal theory. You will, at our cost, execute any documents to effect, record, or perfect such assignment. Thus, we will own exclusively all such right, title and interest and shall not be limited in any way in the use, commercial or otherwise, of any Comments. You should not submit any Comments to us if you do not wish to assign such rights to us. We are and will be under no obligation: (i) to maintain any Comments in confidence; (ii) to pay to you or any third party any compensation for any Comments; or (iii) to respond to any Comments. You are and shall remain solely responsible for the content of any Comments you make.

13. Indemnification. You agree to hold us and our employees, representatives, agents, attorneys, affiliates, directors, officers, managers and shareholders (the "Indemnified Parties") harmless from any damage, loss, cost or expense (including without limitation, attorneys' fees and costs) incurred in connection with any third-party claim, demand or action ("Claim") brought or asserted against any of the Indemnified Parties arising from, related to, or connected with your use of the Web Site. If you are obligated to provide indemnification pursuant to this provision, we may, in our sole and absolute discretion, control the disposition of any Claim at your sole cost and expense. Without limitation of the foregoing, you may not settle, compromise or in any other manner dispose of any Claim without our consent.

14. DISCLAIMERS, EXCLUSIONS AND LIMITATIONS.

(a) **DISCLAIMER OF WARRANTIES.** WE PROVIDE THE WEB SITE ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DO NOT REPRESENT OR WARRANT THAT THE WEB SITE, THE SERVICES, ITS USE, ANY INFORMATION ON IT: (I) WILL BE UNINTERRUPTED OR SECURE, (II) WILL BE FREE OF DEFECTS, INACCURACIES OR ERRORS, (III) WILL MEET YOUR REQUIREMENTS, OR (IV) WILL OPERATE IN THE CONFIGURATION OR WITH OTHER HARDWARE OR SOFTWARE YOU USE. WE MAKE NO WARRANTIES OTHER THAN THOSE MADE EXPRESSLY IN THIS TERMS OF SERVICE, AND HEREBY DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT.

(b) **DISCLAIMER OF FORWARD-LOOKING STATEMENTS.** THIS WEB SITE MAY CONTAIN FORWARD-LOOKING STATEMENTS THAT REFLECT OUR CURRENT EXPECTATION REGARDING FUTURE EVENTS AND BUSINESS DEVELOPMENT. THE FORWARD-LOOKING STATEMENTS INVOLVE RISKS AND UNCERTAINTIES. ACTUAL DEVELOPMENTS OR RESULTS COULD DIFFER MATERIALLY FROM THOSE PROJECTED AND DEPEND ON A NUMBER OF FACTORS, SOME OF WHICH ARE OUTSIDE OUR CONTROL.

(c) **HEALTH RELATED INFORMATION.** WE PROVIDE INFORMATION ON THE WEB SITE FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT MEANT AS A SUBSTITUTE FOR THE ADVICE OF A DOCTOR OR OTHER HEALTH CARE PROFESSIONAL. YOU SHOULD NOT USE THE INFORMATION AVAILABLE ON OR THROUGH THE WEB SITE FOR DIAGNOSING OR TREATING A MEDICAL CONDITION. YOU SHOULD CAREFULLY READ ALL PRODUCT INSTRUCTIONS PRIOR TO USE.

(d) **PRODUCTS.** ALL PRODUCTS ARE SUBJECT ONLY TO ANY APPLICABLE WARRANTIES OF THEIR RESPECTIVE MANUFACTURERS, DISTRIBUTORS, AND SUPPLIERS, IF ANY, PROVIDED IN THE PRODUCT PACKAGING. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT,

OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE HEREBY EXPRESSLY DISCLAIM ALL LIABILITY FOR PRODUCT DEFECT OR FAILURE, CLAIMS THAT ARE DUE TO NORMAL WEAR, PRODUCT MISUSE, ABUSE, PRODUCT MODIFICATION, IMPROPER PRODUCT SELECTION, NONCOMPLIANCE WITH ANY CODES, OR MISAPPROPRIATION.

(e) **EXCLUSION OF DAMAGES.** WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES RELATING TO LOST PROFITS, LOST DATA OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO OR CONNECTED WITH THE USE OF THE WEB SITE OR PRODUCTS, REGARDLESS OF THE CAUSE OF ACTION ON WHICH THEY ARE BASED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING.

(f) **LIMITATION OF LIABILITY.** IN NO EVENT WILL OUR AGGREGATE LIABILITY ARISING FROM, RELATING TO, OR IN CONNECTION WITH THESE TERMS OF SERVICE (INCLUDING, WITHOUT LIMITATION, CLAIMS RELATING TO THE WEB SITE, OR THE PRODUCTS) EXCEED THE GREATER OF \$100 OR THE AMOUNT THAT YOU PAID FOR THE PRODUCTS.

15. Domestic Use; Export Restriction. We control the Web Site from our offices within the United States of America. 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 do so on their own initiative and must bear all responsibility for compliance with local laws, if applicable. Further, the United States 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 law.

16. Force Majeure. We will not be liable for failing to perform under this TERMS OF SERVICE because of

any event beyond our reasonable control, including, without limitation, a labour disturbance, an Internet outage or interruption of service, a communications outage, failure by a service provider to perform, fire, terrorism, natural disaster or war.

17. **Arbitration.** All disputes arising out of or relating to this TERMS OF SERVICE (including its formation, performance or alleged breach) or your use of the Web Site will be exclusively resolved under confidential binding arbitration held in Miami, Florida before and in accordance with the Rules of the American Arbitration Association. The arbitrator's award will be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this TERMS OF SERVICE will be joined to an arbitration involving any other party subject to this TERMS OF SERVICE, whether through class arbitration proceedings or otherwise. Notwithstanding the foregoing, we will have the right to seek injunctive or other equitable relief in state or federal court located in Miami, Florida to enforce this TERMS OF SERVICE or prevent an infringement of a third party's rights. In the event equitable relief is sought, each party hereby irrevocably submits to the personal jurisdiction of such court.

18. **WAIVER OF CLASS ACTION RIGHTS.** BY ENTERING INTO THIS TERMS OF SERVICE, YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO JOIN CLAIMS WITH THOSE OF OTHERS IN THE FORM OF A CLASS ACTION OR SIMILAR PROCEDURAL DEVICE. ANY CLAIMS ARISING OUT OF, RELATING TO, OR CONNECTED WITH THIS TERMS OF SERVICE MUST BE ASSERTED INDIVIDUALLY.

19. **Limitation of Actions.** You acknowledge and agree that, regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of, relating to, or connected with your use of the Web Site, must be filed within one calendar year after such claim or cause of action arises, or forever be barred.

20. **Changes to the Web Site.** We may, in our sole discretion, change, modify, suspend, make improvements to or discontinue any aspect of the Web Site, temporarily or permanently, at any time without notice to you, and we will not be liable for doing so.

21. **Termination.** We will have the right to terminate your access to the Web Site if we reasonably believe you have breached any of the terms and conditions of this TERMS OF SERVICE. Following termination, you will not be permitted to use the Web Site and we may, in our discretion, cancel any outstanding Product Orders. If your access to the Web Site is terminated, we reserve the right to exercise whatever means we deem necessary to prevent unauthorized access to the Web Site, including, but not limited to, technological barriers, IP mapping, and direct contact with your Internet Service Provider. This TERMS OF SERVICE will survive indefinitely unless and until we choose to terminate it, regardless of whether any account you open is terminated by you or us or if you have the right to access or use the Web Site.

22. **Integration.** This TERMS OF SERVICE contains the entire understanding between you and us regarding the use of the Web Site, and supersedes all prior and contemporaneous agreements and understandings between you and us relating thereto.

1. **Additional Terms.** This TERMS OF SERVICE will be binding upon each party hereto and its successors and permitted assigns, and governed by and construed in accordance with the laws of the State of Florida without regard for conflict of law principles. This TERMS OF SERVICE and all of your rights and obligations under them may not be assignable or transferable by you without our prior written consent. No failure or delay by a party in exercising any right, power or privilege under this TERMS OF SERVICE will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under this TERMS OF SERVICE. You are an independent contractor, and no agency, partnership, joint venture, employee-employer relationship is intended or created by this TERMS OF SERVICE. The invalidity or unenforceability of any provision of this TERMS OF SERVICE will not affect the validity or enforceability of any other provision of this TERMS OF SERVICE, all of which will remain in full force and effect.