

## Clinical Synergy

### Internet Policy - including MAP: Minimum Advertised Price Policy

<b>Clinical Synergy Internet Policy (“Policy”)</b>	
<b>General</b>	PLEASE READ THIS POLICY CAREFULLY BEFORE USING THIS WEB SITE. By accessing and using this site, or by purchasing Clinical Synergy, Inc. (“Clinical Synergy”, “us” or “ours”) products online you are agreeing to be bound by this Policy (“Policy”) and all applicable laws and regulations. If you do not agree with any of this Policy, you are prohibited from using or accessing this site. The materials contained in this site are protected by applicable copyright and trademark laws.
<b>Effective Date:</b>	June 16, 2022 - until further notice
<b>Affected Customers:</b>	<ul style="list-style-type: none"><li>• All domestic and international customers</li><li>• Customers with websites selling to end-users</li></ul>

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<p><b>Minimum Advertised Price Policy:</b></p>	<p>The Minimum Advertised Price (“MAP”) Policy of Clinical Synergy is for all of its customers selling its professional lines of products with the Clinical Synergy logo or name on the label online to advertise such products at or above the suggested retail prices.</p> <p>Clinical Synergy neither seeks nor will accept any assurances from any customer that it will not deviate from this Minimum Advertised Price Policy. Clinical Synergy may modify and/or alter its MAP Policy from time to time, at its sole discretion. The suggested retail prices set forth are unilaterally set by Clinical Synergy and are not open to discussion or negotiation with any of its customers.</p> <p>Clinical Synergy reserves the right not to sell or supply products to any customer that is affiliated with a website that violates this Minimum Advertised Price Policy.</p> <p>Any publicly-viewable website reference or inference to discounts, price reductions, special call-in pricing, coupons, price-matching policies or any other special promotion or offer on Clinical Synergy products will be deemed to be violations of this policy and grounds for immediate suspension of affiliated Customer’s account(s). Customers may offer discounts privately to their customers and patients. Clinical Synergy</p>
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	may, however, from time to time, offer the ability to sell specific products at special promotional pricing.
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<b>Affiliate Programs:</b>	Clinical Synergy products may not be offered as part of an affiliate program.
<b>Third-Party Sites:</b>	<p>Clinical Synergy's Policy is for all of its customers selling its products online to sell on customer-owned or Clinical Synergy-operated sites with a practitioner code only. Clinical Synergy does not authorize or permit sales of its professional lines of products on third-party-facilitated sites (e.g., Amazon.com, eBay, Walmart, etc.).</p> <p>Selling Clinical Synergy products on third-party websites will be deemed to be a violation of this Policy and grounds for immediate suspension and/or termination of affiliated customers' accounts.</p> <p>Customers may only sell Clinical Synergy products on their practice websites that require a patient login to purchase products. Any promotional/marketing campaigns must be directed only to the practitioner/clinic's own patient database.</p> <p>Resellers are not allowed to use the Clinical Synergy Formulas brand name and any product names in any paid search platforms (especially, but not limited to Google and Bing). Prices may not be concealed below MAP in internet shopping carts by using click-through practices, such as "too low to show" or "add to cart to view price", and/or any other method(s) to conceal prices.</p>

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<b>Use of the Site</b>	<p>The design of this Site and all text, graphics, information, content, and other material displayed on or that can be downloaded from this Site are protected by copyright, trademark and other laws and may not be used except as permitted in this Policy or with prior written permission of Clinical Synergy. You may not modify the information or materials displayed on or that can be downloaded from this 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 regulations. As a condition of your use of this Site, you will not use the Site or the information contained herein for any purpose that is unlawful or prohibited. You will not use this Site in any manner that could damage, disable, overload or impair the operation of this Site or use by third parties. Any copying, reproducing, modifying, distributing, displaying, performing or transmitting any of the contents of the Site for any purposes are strictly prohibited, other than as explicitly provided in these Terms. Systematic retrieval of data or other content from this Site to create or compile, directly or indirectly, a collection, compilation, database or directory without prior written consent of Clinical Synergy is prohibited.</p> <p>Furthermore, the content, information, software, designs, materials,</p>
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	functions and data included in and contained on the Site are protected by intellectual property and other laws. You must comply with these and any other applicable laws when you use the Site.
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<p><b>Use of Trademarks:</b></p>	<p>Customer shall not have the right to affix any of the Trademarks to any product or other material conveyed to anyone other than via the Internet in the manner described in this Policy. Customer agrees to use the symbols ™ and ®, as appropriate, when displaying the Trademarks, which is intended to indicate Clinical Synergy's ownership of the Trademarks and shall not be construed as a claim to ownership by Customer. Customer's use of the Trademarks must be accompanied by a statement substantially as follows: <b>"[Insert the trademark(s)] are trademarks of Clinical Synergy and are used with permission."</b> Customer must also include on all pages that reflect Clinical Synergy products on Customer's website a statement substantially as follows: <b>"This site is not owned or operated by Clinical Synergy"</b>.</p> <p>Any use of the Trademarks by Customer in accordance with this Policy shall inure to the benefit of Clinical Synergy. The Trademarks are solely and exclusively the property of Clinical Synergy. Customer shall not have any ownership right, title, or interest, express or implied, in the Trademarks.</p> <p>Customer shall not use the Trademarks except in a form, context, and location that is acceptable to Clinical Synergy. Clinical Synergy may review Customer's website at any time and reserves the right to require Customer to make changes to it based upon use of any intellectual property owned or controlled by Clinical Synergy, even if Clinical Synergy has previously approved or accepted Customer's website or the material displayed thereon. Clinical Synergy may require Customer to make changes to Customer's website at any time to the extent Customer is using the Trademarks in a manner that violates applicable FDA or FTC regulations, any other applicable laws or regulations, or Clinical Synergy's policies.</p> <p>Customer may not use any Clinical Synergy trademarks or copyrights as part of a URL (Universal Resource Locator) or secondary level domain name.</p> <p>All content included on Clinical Synergy's website, including text, graphics, images, video clips and audio clips, is the property of or</p>
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	<p>licensed by Clinical Synergy or our associates, and protected by U.S. and international copyright laws. You may not use, copy, reproduce, distribute, publish, display, modify, create derivative works, transmit, or in any other way exploit any part of copyrighted material without express written permission from Clinical Synergy.</p> <p>The Clinical Synergy logo may be used only in the special form supplied by Clinical Synergy for use on the Internet; neither the file name nor the name of the image may be changed or modified from the original form supplied by Clinical Synergy. It may be accompanied by a statement indicating "<b>I (We) proudly offer [insert Clinical Synergy Company Logo] products.</b>" No other statements may be affiliated with use of the logo.</p> <p>Customer may not use or display any ratings, reviews, testimonials, or content written by patients or practitioners in any capacity without written consent from Clinical Synergy.</p>
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<b>Disease Claims:</b>	<p>In an effort to protect practitioners and Clinical Synergy from potential legal liability due to the clear requirements of the Food and Drug Administration with regard to disease claims being associated with dietary supplements, Clinical Synergy dietary supplements may not be displayed or mentioned in association with any disease claims. Only claims that appear on the <a href="http://clinicalsynergyformulas.com">clinicalsynergyformulas.com</a> website may be used. Product reviews and testimonials must be monitored and must not reflect disease claims about Clinical Synergy dietary supplements.</p> <p>Clinical Synergy may review Customer's website at any time and reserves the right to require Customer to make changes to it based upon use of any intellectual property owned or controlled by Clinical Synergy in association with any disease claims, even if Clinical Synergy has previously approved or accepted Customer's website or the material displayed thereon. Clinical Synergy may require Customer to make changes to Customer's website at any time to the extent Customer is using the Trademarks in a manner that violates applicable FDA or FTC regulations, any other applicable laws or regulations, or Clinical Synergy's policies.</p> <p>Clinical Synergy does not provide any medical advice, diagnosis or treatment or any medical information.</p>
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<p><b>Logos:</b></p>	<p>The Clinical Synergy logo may be used only in the special form supplied by Clinical Synergy for use on the Internet; neither the file name nor the name of the image may be changed or modified from the original form supplied by Clinical Synergy. It may be accompanied by a statement indicating "<b>I (We) proudly offer [insert Clinical Synergy Company Logo] products.</b>" No other statements may be affiliated with use of the logo.</p>
<p><b>Miscellaneous:</b></p>	<p>Clinical Synergy may, in its sole discretion, revise or eliminate this Policy at any time. Clinical Synergy may also terminate Customer's non-exclusive, limited license to use the Trademarks at any time in its sole discretion upon written notice.</p> <p>Any failure or delay by Clinical Synergy in enforcing any provisions of this Policy or any of Clinical Synergy's rights in any of the Trademarks shall in no way be considered a waiver of such provisions or rights and shall in no way prevent Clinical Synergy from enforcing the same at a later date.</p>
<p><b>Violations of Policy:</b></p>	<p>Customers who violate this Policy will receive notice from Clinical Synergy that they are in violation of the Policy. If the Customer fails to bring the Customer's website into compliance, Clinical Synergy will deactivate the Customer's account and the Customer will no longer be able to purchase Clinical Synergy products. In addition, the Customer will be required to immediately cease all use of Clinical Synergy's Trademarks on Customer's website or in any other manner on the Internet.</p> <p>Customers who correct their websites to comply with this Policy should promptly notify Clinical Synergy. Clinical Synergy will then review the Customer's website. If Clinical Synergy determines that the Customer has brought his or her website into compliance, the Customer's account will be re-activated. Thereafter, the Customer may again purchase Clinical Synergy products and use Clinical Synergy's Trademarks on the Customer's website, in accordance with this Policy.</p> <p>Clinical Synergy has adopted a zero-tolerance approach regarding enforcement of this Policy. Once a Customer has fallen out of compliance with this Policy and has received a notice from Clinical Synergy, then, upon any subsequent violation, Clinical Synergy reserves the right to immediately terminate the Customer's account.</p>

**Clinical Synergy®**  
**Professional Formulas**  
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<b>Indemnity</b>	You agree to indemnify and hold Clinical Synergy and our 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 Site, your connection to our Site, your violation of this Policy, or your violation of any rights of another party. This indemnity survives termination of this Policy.

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<b>Limitation of Liability</b>	Clinical Synergy does not assume any responsibility, nor is it liable for any damages to, or any viruses that may infect your computer, equipment, or other property caused by or arising from your access to, use of, or browsing this Site, or your downloading of any information or materials from this Site. IN NO EVENT WILL CLINICAL SYNERGY OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS, SUCCESSORS OR ASSIGNS, NOR ANY PARTY INVOLVED IN THE CREATION, PRODUCTION OR TRANSMISSION OF THIS SITE, BE LIABLE TO YOU OR ANYONE
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	<p>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 SITE, ANY WEB SITES LINKED TO THIS SITE, OR THE MATERIALS, INFORMATION, PRODUCTS 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.</p> <p>IN THE EVENT OF ANY PROBLEM WITH THIS SITE OR ANY CONTENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THIS SITE. IN THE EVENT OF ANY PROBLEM WITH THE PRODUCTS OR SERVICES THAT YOU HAVE PURCHASED ON OR THROUGH THIS SITE, YOU AGREE THAT YOUR SOLE REMEDY, IF ANY, IS TO SEEK A REFUND OF THE MONEY YOU PAID TO US FOR SUCH PRODUCTS DURING THE THREE MONTHS PRECEDING YOUR INITIATION OF THE CLAIM OR DISPUTE. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THIS POLICY OF USE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.</p>
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<b>Governing Law &amp; Jurisdiction</b>	<p>The Policy herein shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of California, USA without regard to conflicts of laws' provisions that would result in the application of the laws of a different jurisdiction. The United Nations Convention on the International Sale of Goods does not apply to this Policy. Any legal action or proceeding concerning this Policy or the respective rights and obligations hereunder shall be brought exclusively in the federal and state courts of competent jurisdiction sitting in Sonoma County, CA, USA. A printed version of this Policy will be admissible in judicial and administrative proceedings based upon or relating to this Policy to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.</p>
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<b>Modification of Policy</b>	Clinical Synergy may revise this Policy at any time without notice. By using this Site you are agreeing to be bound by the then current version of this Policy. You should visit this page from time to time to review the then current Policy it is binding on you.
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