

TERMS AND CONDITIONS OF USE

Welcome to our website, www.vitalremedymd.com. Vital Remedy MD (“Vital Remedy”) provides its website, mobile versions thereof, and/or mobile applications to you (collectively, the “Site”), as a service to its customers and allows your use of the Site to access its content, purchase of any products, and/or engage in any of the services offered on the Site (collectively, the “Vital Remedy Services”).

PLEASE REVIEW THESE TERMS AND CONDITIONS CAREFULLY. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU SHOULD NOT USE THIS SITE. BY CLICKING THE "I AGREE" BUTTON BELOW, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS. THE MOST CURRENT VERSION OF THE TERMS, WHICH SUPERSEDES ALL PREVIOUS VERSIONS, CAN BE REVIEWED BY GOING TO WWW.VITALREMEDYMD.COM. WWW.VITALREMEDYMD.COM RESERVES THE RIGHT TO CHANGE THE TERMS AT ANY TIME AND WITHOUT NOTICE TO YOU.

- 1. Agreement.** This Term of Use agreement ("the "Agreement" or “Terms of Use”) specifies the terms and conditions for access to and use of www.vitalremedymd.com (the "Site") and describes the terms and conditions applicable to your access of and use of the Site. This Agreement may be modified at any time by Vital Remedy upon posting of the modified Agreement. Any such modifications shall be effective immediately. Each use by you shall constitute and be deemed your unconditional acceptance of this Agreement.
- 2. Not Healthcare Advice.** The Site is not intended to be a substitute for professional medical advice, diagnosis or treatment. You should seek medical consultation before beginning any diet and/or exercise regime, and/or purchasing any products on this Site. The Site does not recommend self-management of one’s health and suggests that you should always seek the advice of your health care provider regarding any questions you might have. Reliance on any information provided on the Site is solely at your own risk. The Site and its directors, officers, employees, licensors, suppliers, agents, and independent contractors do not directly or indirectly practice medicine or provide medical services as a part of the Site. You should never disregard the advice of a medical professional or delay seeking such advice because of something contained on the Site.

The products and claims made about specific products on or through the Site have not been evaluated by the United States Food and Drug Administration and are not approved to diagnose, treat, cure or prevent disease.

The Site is not intended to provide diagnosis, treatment or medical advice. Products, services, information and other content provided on the Site, including information that may be provided on the Site directly or by linking to third-party websites are provided for informational purposes only. Please consult with a physician or other healthcare professional regarding any medical or health related diagnosis or treatment options.

Information provided on the Site and linked websites, including information relating to medical and health conditions, treatments and products may be provided in summary form. Information on the Site including any product label or packaging should not be considered as a substitute for advice from a healthcare professional. The Site does not recommend self-management of health issues. Information on the Site is not comprehensive and does not cover all diseases, ailments, physical conditions or their treatment. Contact your healthcare professional promptly should you have any health related questions. Links to or access from any third party websites or resources is not an endorsement of any information,

product or service. We are not responsible for the content or performance of any third party websites. Use of any third party websites is at your own risk.

You should not use the information or services on the Site to diagnose or treat any health issues or for prescription of any medication or other treatment. You should always consult with your healthcare professional and read information provided by the product manufacturer and any product label or packaging, prior to using any medication, nutritional, herbal or homeopathic product or before beginning any exercise or diet program or starting any treatment for a health issue. Individuals are different and may react differently to different products. You should consult your physician about interactions between medications you are taking and nutritional supplements. Product ratings by any current or previous employees or Site users are strictly their own personal views made in their own personal capacity and are not intended as a substitute for appropriate medical care or advice from a healthcare professional. We are not liable for any information provided on the Site about recommendations regarding supplements for any health purposes.

Always check the product label or packaging prior to using any product. If there are discrepancies, customers should follow the information provided on the product label or packaging. You should contact the manufacturer directly for clarification as to product labeling and packaging details and recommended use.

3. **Privacy.** Your visit to our site is also governed by our Privacy Policy. Please review our Privacy Policy at <https://vitalremedymd.com/policies/privacy-policy>.
4. **Electronic Communications.** When you use Vital Remedy's Services, or send e-mails, text messages, and other communications from your desktop or mobile device to us, you may be communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages on this Site. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.
5. **Reviews, Comments, Communications, And Other Content.** You may post reviews, comments, photos, videos, and/or other content; and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights (including publicity rights), or otherwise injurious to third parties or objectionable, and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam" or unsolicited commercial electronic messages. You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will defend and indemnify Vital Remedy for all claims resulting from content you supply. Vital Remedy has the right but not the obligation to monitor and edit or remove any activity or content but does not regularly review posted content. Vital Remedy takes no responsibility and assumes no liability for any content posted by you or any third party.

Any comments, feedback, notes, messages, ideas, suggestions or other communications (collectively, "Comments") sent to Vital Remedy shall be and remain the exclusive property of Vital Remedy. Your submission of any such Comments shall constitute a license to Vital Remedy of all worldwide rights, titles and interests in all copyrights and other intellectual property rights in the Comments.

Vital Remedy will be entitled to use, reproduce, disclose, publish and distribute any material you submit for any purpose whatsoever, without restriction and without compensating you in any way. For this reason, we ask that you not send us any comments that you do not wish to assign to us, including any confidential information or any original creative materials such as stories, product ideas, computer code or original artwork.

6. **Minimum Age.** By using our Site, you represent and agree that you are at least eighteen (18) years of age or older and are fully able and competent to agree to the terms in this Agreement. If you are under the age of 18, you are not permitted to use this Site.
7. **Account Setup & Use.** You are required to establish an account on the Site in order to use certain features, such as making a purchase. You agree to provide accurate, true, complete and current information about yourself as prompted by the Site and to promptly update such information to maintain accurate, true, complete and current information. If you provide any inaccurate, false, incomplete or outdated information or we in our sole discretion suspect that such information is inaccurate, false, incomplete or outdated, we reserve 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. During the registration process you will create a username and password. You are responsible for the confidentiality of your account and password and are fully responsible for all activities that occur under your account or password. You agree to immediately notify us of any unauthorized use of your account or password or any other security breach and to 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. We are not liable for any loss or damage resulting from your failure to comply with this section.

You agree not to post on or transmit through the Site any unlawful, infringing, defamatory, obscene, indecent, threatening, offensive or otherwise objectionable material of any kind including any material that encourages illegal conduct or conduct that would encourage civil liability, infringe on other's intellectual property rights or otherwise violates any applicable local, state, national or international law. You agree not to use the Site in a manner that would interfere with normal operation or infringe on any others use of the Site.

8. **Termination or Suspension of the Agreement.** This Agreement is effective until terminated by either us or you. We, in our sole discretion, may suspend or terminate this Agreement at any time without notice and deny you access to the Site or any portion of it. You may terminate this Agreement at any time by contacting peter@vitalremedymd.com . Upon termination by us or you, you must destroy all materials obtained from the Site including all copies of such materials whether made under the terms of use contained in this Agreement or otherwise. We reserve the right to modify or discontinue, temporarily or permanently, the Site or any portion of it with notice to you.
9. **Account Termination.** We reserve the right to terminate any account if your order is deemed fraudulent or credit card charges are disputed. You agree that we may terminate or suspend your access to all or part of the Site, with or without notice, for any conduct that we, in our sole discretion, believe is in violation of any part of this Agreement, laws or regulations or is harmful to another user or us or our affiliates.
10. **Ownership.** All content included on this Site is and shall continue to be the property of Vital Remedy or its content suppliers and is protected under applicable copyright, patent, trademark, and other proprietary rights. Any copying, redistribution, use or publication by you of any such content or any

part of the Site is prohibited, except as expressly permitted in this Agreement. Under no circumstances will you acquire any ownership rights or other interest in any content by or through your use of this Site.

11. Third Party Services, Links And Content. From time to time, parties other than Vital Remedy may operate stores, provide services or software, or sell product lines through the Vital Remedy Site and Vital Remedy Services (collectively, "Third Party"). We may provide you with links through the Vital Remedy Site or the Vital Remedy Services to other websites or services that we do not own or control (collectively, "Third Party Site"), as well as photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, or other content or items belonging to or originating from third parties ("Third Party Content"). Your use of any such Third Party Site and Third Party Content is governed by that Third Party's own terms of service and privacy policies. Third Party Site and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, legality, timeliness, authenticity, reliability, or completeness by Vital Remedy and Vital Remedy is not responsible for any Third Party Site accessed through the Vital Remedy Site or Vital Remedy Services or otherwise, or for any Third Party Content posted on, available through or installed from the Vital Remedy Site or Vital Remedy Services or otherwise. The inclusion of, linking to, or permitting the use or installation of any Third Party Site or any Third Party Content does not imply any approval or endorsement by Vital Remedy. If you decide to leave the Vital Remedy Site and access the Third Party Site or to use or install any Third Party Content, you do so at your own risk, and unless otherwise indicated, this Agreement will no longer govern.

12. Products Or Services (if applicable). Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy which can be found here: <https://vitalremedymd.com/policies/refund-policy>. We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Vital Remedy Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Vital Remedy Services will be corrected.

13. Accuracy Of Billing And Account Information. We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. If we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors. You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

- 14. Compliance with Laws.** You agree to comply with all applicable laws regarding your use of the Site. You further agreed that information provided by you is truthful and accurate to the best of your knowledge.
- 15. Indemnification.** You agree to indemnify, defend, and hold Vital Remedy and our partners, employees, and affiliates, harmless from any liability, loss, claim, and/or expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.
- 16. DISCLAIMER.** THE INFORMATION ON THIS SITE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. YOU AGREE THAT USE OF THIS SITE IS AT YOUR SOLE RISK. ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTIES, STATUTORY WARRANTIES, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE DISCLAIMED. TO THE EXTENT YOUR JURISDICTION DOES NOT ALLOW LIMITATIONS ON WARRANTIES, THIS LIMITATION MAY NOT APPLY TO YOU. YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO YOUR USE OF THE SITE SHALL BE TO DISCONTINUE USING THE SITE.

THE SITE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS CONCERNING THE ACCURACY, LIKELY RESULTS, OR RELIABILITY OF THE USE OF THE PRODUCTS ON ITS SITE OR OTHERWISE RELATING TO SUCH MATERIALS OR ON ANY SITES LINKED TO THE SITE.

STATEMENTS APPEARING ON THIS WEBSITE HAVE NOT BEEN EVALUATED BY THE FDA. THE PROGRAMS AND PRODUCTS DESCRIBED HEREIN ARE NOT INTENDED TO DIAGNOSE, TREAT, OR CURE ANY DISEASE. THESE STATEMENTS (APPEARING ON THE WEBSITE) HAVE NOT BEEN EVALUATED BY THE FDA. THESE PRODUCTS ARE NOT INTENDED TO DIAGNOSE, TREAT, CURE, OR PREVENT DISEASE. ALWAYS CONSULT YOUR PHYSICIAN BEFORE STARTING THIS OR ANY OTHER WELLNESS PROGRAM. DISCONTINUE USE IF ANY ALLERGIC REACTION OCCURS.

RESULTS MAY BE GREATER THAN OR LESS THAN EXPECTED BY CONSUMER AND CAN BE INFLUENCED BY OTHER FACTORS, INCLUDING METABOLIC RATE UNIQUE TO YOUR BODY (INCLUDING HORMONAL DYSFUNCTION), DIET CHANGES, EXERCISE DETAILS, AND DIET PREFERENCES.

IF YOU ARE PREGNANT, NURSING, DIABETIC, HAVE ACTIVE CANCER, ON MEDICATION FOR BIPOLAR DISORDER OR HAVE AN ALLERGY TO ANY INGREDIENT LISTED (OR ON MEDICATION); CONSULT WITH YOUR MEDICAL PHYSICIAN BEFORE USING ANY VITAL REMEDY PRODUCT.

INFORMATION PROVIDED ON ANY VITAL REMEDY PRODUCT AND ON ALL PUBLICATIONS, PACKAGING, AND LABELS IS FOR GENERAL PURPOSES ONLY AND DESIGNED TO HELP YOU MAKE INFORMED DECISIONS ABOUT YOUR HEALTH. IT IS NOT INTENDED TO SUBSTITUTE ADVICE FROM YOUR PHYSICIAN OR HEALTH-CARE.

- 17. LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES WILL VITAL REMEDY BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL

(INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO THE SITE, YOUR SITE USE, OR THE CONTENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE AND/OR CONTENT IS TO CEASE ALL OF YOUR SITE USE.

YOU MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (INCLUDING CONSUMER LAWS) WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, THE EXCLUSIONS OR LIMITATIONS IN THIS AGREEMENT THAT DIRECTLY CONFLICT WITH SUCH LAWS MAY NOT APPLY TO YOU.

- 18. Use of Information.** Vital Remedy reserves the right, and you authorize us, to use and assign all information regarding site uses by you and all information provided by you in any manner consistent with our Privacy Policy.
- 19. Arbitration.** Any legal controversy or legal claim arising out of or relating to this Agreement or our goods and/or services, excluding legal action taken by the Site to collect our fees and/or recover damages for, or to obtain an injunction relating to the Site's operations and intellectual property, shall be settled by binding single-arbitrator arbitration in accordance with the Commercial Arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and not as a class, purported class, collective, or other representative action, and shall not be consolidated in any arbitration with any claim or controversy of any other party. Parties agree that the Federal Arbitration Act, the United Nations Convention for the Enforcement of Commercial Arbitration Awards, and all other applicable laws and conventions apply to this agreement. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules as well as the recovery for attorney's fees and costs in arbitration.
- 20. Exception to Arbitration.** Should Vital Remedy seek to collect its fees and/or recover damages for, or to obtain an injunction relating to the Site's operations and intellectual property, you agree to submit to Palm Beach County as the venue for any such action and such action will be brought in a court of law or equity, as applicable in the State of Florida. Further, the prevailing party shall be entitled to its reasonable attorney's fees and costs at all levels, including appellate fees.
- 21. Applicable Law.** You agree that the laws of the state of Florida, without regard to conflicts of laws provisions, will govern this Agreement and any dispute that may arise between you and Vital Remedy or its affiliates.
- 22. Severability.** If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.
- 23. Waiver.** The failure of Vital Remedy to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by must be in writing and signed by an authorized representative of Vital Remedy.
- 24. Relationship of the Parties.** Nothing contained in this Agreement or your use of the Site shall be construed to constitute either party as a partner, joint venturer, employee or agent of the other party, nor

shall either party hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both parties that each shall remain independent contractors responsible for its own actions.

25. Entire Agreement. This Terms of Use constitutes the entire agreement and governs the terms and conditions of your use of the Site, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, with respect to this Site. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use the website.

26. Survival. The following shall survive any termination of the Agreement either by us or you, including but not limited to the following: 2, 4, 5, 10, 11, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 24, and 25.

27. Contact Us. If you have any questions about this Agreement, please contact:

Dr. Peter Lembke

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(561) 347 - 6446

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