

Viocare, Inc. Terms of Use

1. Access and Content

By accessing the www.viocare.com web site (the "Web Site"), you agree to comply with, and be bound by, these Terms of Use, which we may change or update from time to time. Access to certain portions of our Web Site and/or various, specific products or services offered by Viocare, Inc. ("Viocare") may be subject to additional terms and conditions. For example, if you wish to become a member of our "Princeton Living Well" offering, you will be required to review and specifically indicate your agreement to our Member Agreement Terms and Conditions. You agree not to use this Web Site to directly or indirectly (a) disseminate or transmit unsolicited communications, (b) disseminate or transmit material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening, or malicious, (c) disseminate or transmit files, graphics, software, or other material that actually or potentially infringes the copyright, trademark, patent, trade secret, or other intellectual property right of any third party, (d) create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication, (e) interfere, disrupt, or attempt to gain unauthorized access to other accounts on the Services or any other computer network, (f) disseminate or transmit viruses, Trojan horses, or any other malicious code or program, or (g) engage in any other activity deemed by Viocare to be an unacceptable or inappropriate use of the Web Site.

The information, pictures, graphics, publications, and other information and content (collectively, the "Content") on the Web Site, are for informational purposes only. No Content is intended to be relied upon nor intended to be a substitute for professional medical advice, diagnosis or treatment. Always seek the advice of your physician or other qualified health provider regarding any medical condition. Viocare does not recommend or endorse any specific physicians, tests, products, procedures, opinions, or other information that may be mentioned on the Web Site for any particular medical condition. Reliance on any Content or information provided by Viocare and/or its employees, agents, affiliates or other third parties appearing on the Web Site is solely at your own risk. This Web Site may include links or references to other web sites maintained by third parties over whom Viocare has no control. Such links and references are provided merely as a convenience and shall not be construed to imply any particular relationship between Viocare and such third parties. Similarly, this Web Site may be accessed from third party links over which Viocare has no specific control. The third party providers of such web sites shall be solely responsible for the accuracy, currency, or completeness of any information contained in or on such web sites. This Web Site itself also may contain information which has been provided by third parties. The third party provider of such information shall be solely responsible for the accuracy, currency, and completeness of such information.

2. Trademark, Copyright and Intellectual Property

Use of any Viocare trademark, trade name, service mark, or other logo or mark is prohibited, unless expressly authorized in writing in advance by Viocare. The Content is protected by U.S. and international copyright law and may not be copied (except as necessary to view this Web Site in your web browser), distributed, modified, or reproduced, in whole or in part, without the prior written permission of Viocare. This Web Site and all Content are copyrighted by Viocare, which reserves all of its rights. Viocare is committed to complying with copyright and related laws, and expects all users of the Web Site to comply with such laws as well. Using our Web Site to transmit (whether by email, uploading, posting, or otherwise) any information or items without express permission of the owner of such information or items or to engage in any activity that infringes any copyright or any other right of a third party violates these legal provisions. Except for your limited right to access and use the Web Site, Viocare does not grant you any other right or license, by implication or otherwise, to use the Web Site, or any patent, copyright, or other intellectual property or proprietary rights owned by or licensed to Viocare.

You represent and warrant (a) that you own, or are otherwise lawfully authorized to use, any files, data, text, or other information that you may transmit to or through our Web Site, and (b) that any use of the files, data, text, or other

information supplied by you does not violate any third party's rights and will not cause injury to any person or entity. However, you agree that any ideas you submit to Viocare (with respect to the improvement of our products, services, programs or otherwise) will automatically become the property of Viocare and/or its affiliates, without compensation to you, and Viocare and/or its now or hereafter affiliates (and their successors in interest) can use any such ideas for any purpose and in any way.

3. Privacy Policy and Data Security Measures

From time to time, on some of the pages of the Web Site, you may be able to submit queries, download information, or request services. The types of information we collect when you access the Web Site may include, without limitation, your name, address, electronic mail ("Email") address, phone/fax number, and the contents of your queries. In addition, if you purchase our products or services, we may from time to time collect your credit card and billing information. Some of the information we collect via the Web Site may be gathered and maintained through the use of "cookies" and other methods. A "cookie" is a small file that is saved on your computer and that contains information about you, such as your user name and password. As a result, we are able to (a) recognize you when you access the Web Site so that you do not have to re-enter your personal or other information each time you visit the Web Site, (b) customize and personalize the content we make available to you, (c) maintain the "state" of your current visit (e.g., to maintain a list of your most recent searches or the items in your "shopping basket"), and (d) alert you to new features. In addition we may collect certain non-personal data in connection with the Web Site. For example, we may collect information on the browser that you use to access the Web Site, the operating system that you are running, what items you clicked on the applicable web page, how long you viewed a certain page, and information about the web site you accessed immediately before you accessed the Web Site. We may aggregate your non-personal data with the non-personal data of our other users or other non-personal data collected offline. We also may collect and analyze general traffic patterns within our Web Site to help maintain the flow and content of the Web Site, and we may use some or all of this anonymous aggregated information to support our commercial activities or for any other reason. We consider your use of the Web Site to be private. However, we may access or disclose information about you and/or the content of your communications with us, in order to: (1) comply with the law or legal process served on us; (2) enforce and investigate potential violations of these Terms of Use, including use of this Service to participate in, or facilitate, activities that violate the law; or (3) protect the rights, property, or safety of our employees, customers or the public. You consent to the access and disclosures outlined in this section.

We may from time to time send information and/or offers to the email or other address you provide to us. If you prefer not to receive such information and/or offers, you may contact us to "opt-out" of receiving further communications from us.

We do not collect any personally identifiable information except as described here or as otherwise permitted by you. We do not knowingly solicit, collect or retain information from any individuals who are under fourteen (14) years of age. Except as specified in this Privacy Policy section or as otherwise authorized by you, we will not disclose your personally identifiable information to any third party, unless required to do so by law; provided, however that we may (a) use such information to support our customer satisfaction initiatives, (b) from time to time disclose such information to selected third party affiliates or partners offering products or services in which you may be interested, and (c) we may disclose such information to other companies provided that such third parties agrees to comply with the provisions of this Privacy Policy section with respect to the use of your information. You can effect a correction in the personally identifiable information that we have collected from you and that we still maintain by contacting us as described below in "How to Contact Us" and sending us a request that credibly shows that our records are incorrect, although we may refuse any such request in our sole discretion. To protect your privacy and security, we may also take steps to verify your identity before making any correction to our records.

To prevent unauthorized access to your personally identifiable information, maintain data accuracy, and ensure the correct use of such information, we have put in place physical, electronic, and managerial procedures to attempt to safeguard and secure the information we collect from this Web Site. However, no safeguards or security procedures are completely effective, and Viocare does not guarantee the absolute security of any information provided to us through use of the Web Site.

We reserve the right to revise this Privacy Policy section from time to time in our discretion. If we make modifications, we will post the revised section on the Web Site, which will take effect immediately upon posting. It is your responsibility to periodically review this Privacy Policy section.

4. Disclaimer of Warranty and Liability

ALL INFORMATION AND CONTENT PROVIDED ON OR THROUGH THE WEB SITE IS PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE." VIOCARE AND ITS THIRD PARTY CONTENT PROVIDERS EXPRESSLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES, GUARANTEES OR CONDITIONS, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO OR REFERENCED BY OR ON THE CONTENT OR THIS WEB SITE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES, AS WELL AS ANY WARRANTIES RELATING TO ACCURACY, COMPLETENESS, QUALITY OR NON-INFRINGEMENT. IN NO EVENT SHALL VIOCARE OR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, PREDECESSORS, SUCCESSORS, PARENTS, SUBSIDIARIES, ASSIGNS, OR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOST PROFITS, ECONOMIC LOSS, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF BUSINESS INFORMATION, DAMAGE TO GOODWILL AND THE LIKE), WHETHER IN AN ACTION BASED IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS OR USE OF THE WEB SITE OR OTHERWISE.

5. Contacting Us

Should you have questions or concerns about these Terms of Use or any other matter pertaining to our Web Site, please send an email to info@viocare.com. You may also send us a letter addressed as follows:

- **Viocare, Inc.**
- Attn: Web Inquiries
- 4478 Route 27, Suite 203
- Kingston N.J. 08528

Last Updated: February 23, 2021