

## KETOLOGIC TERMS OF USE

### I. INTRODUCTION

Welcome to the KetoLogic website operated by KetoLogic LLC (“KetoLogic”, “we” or “us”). Websites which are covered include, without limitation, ketologic.com and any sub-domains or successors thereto which are owned and controlled by KetoLogic and dedicated to KetoLogic (collectively, the “KetoLogic Sites”).

BEFORE USING THE KETOLOGIC SITES, PLEASE CAREFULLY REVIEW THE FOLLOWING TERMS OF USE, WHICH GOVERN YOUR USE OF THE KETOLOGIC SITES AND THE PURCHASE AND SALE OF PRODUCTS AND SERVICES THROUGH THE KETOLOGIC SITES (the “Terms of Use”). Your use of the KetoLogic Sites is contingent upon your review and agreement to the Terms of Use, Privacy Policy (as defined herein) and other posted related policy (collectively, the “KetoLogic Policies”). If you do not agree to the KetoLogic Policies then you are not permitted to utilize the KetoLogic Sites, including for the purpose of purchasing products from the KetoLogic Sites. KetoLogic reserves the right to modify the KetoLogic Policies including but not limited to these Terms of Use at any time and from time to time without notice. If we do change the Terms of Use, we will post the changes to this page and will indicate at the top of this page the effective date of the new Terms of Use. **Your use of the KetoLogic Sites constitutes your agreement to be bound by the KetoLogic Policies and we encourage you to therefore review them periodically.**

**YOU ACKNOWLEDGE AND AGREE THAT THE KETOLOGIC POLICIES REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE ALL DISPUTES RELATED TO THE USE OF THE KETOLOGIC SITES OR PURCHASE OF PRODUCTS ON THE KETOLOGIC SITES, RATHER THAN JURY OR NON-JURY TRIALS OR CLASS ACTIONS AND YOU ADDITIONALLY ACKNOWLEDGE THAT BY AGREEING TO ARBITRATE ANY CLAIMS OR DISPUTES AS SET FORTH IN THE KETOLOGIC POLICIES, YOU ARE WAIVING YOUR RIGHTS TO OTHER AVAILABLE RESOLUTION PROCESSES SUCH AS COURT ACTION OR ADMINISTRATIVE PROCEEDINGS.**

You acknowledge and agree that the KetoLogic Policies are supported by good and valuable consideration including but not limited to permitting your use of the KetoLogic Sites.

The KetoLogic Sites are intended for users from the United States only. Users from the European Union or outside of the United States are doing so at their own risk and are advised not to disclose personal information to KetoLogic. Additionally, KetoLogic is not obligated to ship products ordered on the KetoLogic Sites outside of the United States.

The KetoLogic Sites, and the products for sale thereon, are offered and available to users who are at least 18 years of age and of legal age to form binding contracts with KetoLogic as determined by the applicable law in their respective jurisdictions. By using the KetoLogic Sites, you represent and warrant that you are of legal age to form a binding contract with KetoLogic and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the KetoLogic Sites.

## **II. MODIFICATIONS TO THE KETOLOGIC SITES**

KetoLogic may change, modify, alter, suspend or discontinue any feature, service, product, content or functionality offered through the KetoLogic Sites (“Modifications”) in its sole discretion without notice. Such Modifications may include limited offers such as discounted products or promotional items, and may be offered to some but not all users of the KetoLogic Sites; adding premium features with or without charge; requiring registration of a username and password for use of any feature; or discontinuing any part or all of the KetoLogic Sites.

All features, content, specifications, products and prices of products and services described or otherwise depicted on the KetoLogic Sites are subject to change at any time in KetoLogic’s sole discretion without notice. KetoLogic makes all reasonable efforts to accurately display the attributes of the products, including but not limited to the applicable size and colors, but cannot guarantee that your computer system will accurately display the attributes of such products. The inclusion of any products or services on the KetoLogic Sites at any particular time does not imply or warrant that such products or services are available for shipment to your preferred shipping location at that time.

## **III. MINOR USE OF KETOLOGIC SITES PROHIBITED**

The KetoLogic Sites are not directed to children under the age of 18, and we will not knowingly collect personally identifiable information from children under 18. Further, you must be 18 years of age or older to use the KetoLogic Sites. You acknowledge and agree that the products found on the KetoLogic Sites are intended for use and may only be purchased by healthy individuals over the age of 18. By registering or purchasing any product or service, you represent and warrant that you are 18 or older and authorized to enter into the transaction contemplated therein and you agree to abide by any such restrictions, and not to help anyone avoid such restrictions. WE STRONGLY RECOMMEND THAT PARENTS PARTICIPATE IN THEIR CHILDREN’S EXPLORATION OF THE INTERNET AND ANY ONLINE SERVICES AND USE THEIR BROWSER’S PARENTAL CONTROLS TO LIMIT THE AREAS OF THE INTERNET TO WHICH THEIR CHILDREN HAVE ACCESS.

## **IV. TRANSACTIONS**

It is your responsibility to confirm and obey all applicable federal, state, local and international laws in regard to the sale, possession and use of any item purchased from the KetoLogic Sites, including but not limited to any minimum age requirements. By placing an order, you represent and warrant that such use will be only in a lawful manner for your personal use and not for resale or distribution to third parties and that you are authorized to use the credit card or other payment method you have used in connection with such order. KetoLogic reserves the right to refuse any order or transaction you place through the KetoLogic Sites. Additionally, KetoLogic may limit or cancel quantities or orders purchased per registrant, person, per household or per order, for a violation of any of the KetoLogic Policies or otherwise as KetoLogic determines in its sole discretion. KetoLogic specifically reserves the right to limit, cancel or otherwise prohibit orders that in KetoLogic’s sole determination appear to be placed, by unauthorized dealers, resellers, distributors or other person(s) for the purpose of resale to third parties or for other uses which are not permitted. These restrictions may include orders placed by or under the same

customer account, the same payment method, and/or orders that use the same billing and/or shipping address. In the event KetoLogic makes any change to or cancels an order, KetoLogic will attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.

### **Orders Made On The KetoLogic Sites**

You acknowledge and agree that your order is an offer to buy, under these KetoLogic Policies, all products and services listed in your order. We are under no obligation to accept any order, and may reject any order in our sole discretion for any reason or no reason. After having received your order, you will receive a confirmation e-mail with your order number and details of the items you have ordered. Acceptance of your order and the formation of the contract of sale between KetoLogic and you will not take place unless and until you have received your order confirmation e-mail.

### **Shipping**

Please check the individual product page for specific delivery options. For all orders, you will pay all shipping and handling charges specified during the ordering process. For domestic orders, title and risk of loss pass to you upon delivery. Orders should ship within 1-4 business days, but shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.

### **Product Pricing**

All prices posted on the KetoLogic Sites are subject to change without notice. The price charged for a product or service will be the price in effect at the time the order is placed and will be set out in your order confirmation e-mail. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your merchandise total and will be itemized in your shopping cart and in your order confirmation e-mail. We are not responsible for pricing, typographical or other errors in any offer by us and we reserve the right to cancel any orders arising from such errors.

### **Terms of Payment**

Terms of payment are within our sole discretion and, unless otherwise agreed by us in writing, payment must be received by us before our acceptance of an order. We accept all major credit cards, Apple Pay and PayPal for all purchases. You represent and warrant that (i) credit card information you supply to us is true, correct and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any.

### **Product Returns**

All orders made on the KetoLogic Sites shall be subject to the following return policies:

Except for any products designated on the KetoLogic Sites as non-returnable, we will accept a return of the products for a refund of your purchase price, but not including original shipping and handling costs, provided such return is made within thirty (30) days of delivery along with your receipt. Returned products must be unopened, undamaged and in their original packaging. Returned merchandise must be received unused, unworn, unwashed, with tags, and in good condition. Returns are only accepted if the products or merchandise were purchased through KetoLogic.com. We are unable to process returns, nor provide prepaid labels for third party retailer purchases. Any products purchased through third party retailers must be returned through such retailer, according to its return terms, if any. To return products, you must e-mail us at [customerservice@Ketologic.com](mailto:customerservice@Ketologic.com) to receive instructions on your requested return.

You are responsible for all shipping and handling charges on returned items. You bear the risk of loss during return shipment. We therefore strongly recommend that you fully insure your return shipment against loss or damage and that you use a carrier that can provide you with proof of delivery for your protection.

Refunds are generally initiated within 2-3 business days following the refund request and are processed within approximately 4-6 business days of our receipt of your merchandise. Your refund will be credited back to the same payment method used to make the original purchase on the KetoLogic Sites. WE OFFER NO REFUNDS ON ANY PRODUCTS DESIGNATED ON THIS SITE AS NON-RETURNABLE OR PRODUCTS ACQUIRED VIA FREE GIVEAWAYS OR SPECIAL DEALS SUCH AS BUY ONE-GET ONE.

## **V. DISCLAIMER OF WARRANTIES**

The Materials (as defined below) provided on the KetoLogic Sites are for informational purposes only and are not intended to convey medical or nutritional advice, or be a substitute for the services or advice of a licensed professional. We strongly encourage you to seek the advice of a licensed professional regarding any mental or physical health or wellness questions prior to taking any dietary and nutritional products or engaging in any other activity discussed on the KetoLogic Sites. KetoLogic is not responsible for any incorrect or inaccurate content posted on the KetoLogic Sites, whether posted by users of the KetoLogic Sites, or by any of the equipment or programming associated with or utilized by the KetoLogic Sites. KetoLogic is not responsible for the content, accuracy or opinions expressed on the KetoLogic Sites or on other websites which link therefrom, and has not investigated any other websites or the products and services contained therein. In addition, KetoLogic is not responsible for the efficacy, accuracy, or results which accrue as a result of reliance on any Materials, including but not limited to recipes, white papers, FAQ answers, and Reviews (as defined below) of products by other users, and KetoLogic expressly disclaims any representations related thereto.

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SYMPTOMATIC MEDICAL CONDITIONS, EXERCISE REGIMENS OR LACK THEREOF, DIET, GENETIC DEFECTS AND DISEASE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **VI. MATERIAL FOUND ON THE KETOLOGIC SITES**

Except as otherwise explicitly noted, all information, materials and other content on the KetoLogic Sites, including but not limited to all text, (including but not limited to FAQ answers, articles, whitepapers, recipes, product descriptions, and customer reviews,) images, designs, photographs, videos and other materials (the “Materials”), are the property of KetoLogic or its licensors.

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You shall never challenge or encourage anyone to challenge KetoLogic’s ownership of or the validity of KetoLogic’s trademarks, logos, trade dress, or service marks displayed on the KetoLogic Sites or any application or registration thereof (“KetoLogic Marks”). You shall not at any time or in any manner, knowingly or intentionally, engage or perform in any activity or permit any act, which may in any way adversely affect any KetoLogic Marks or KetoLogic’s rights therein. Nothing contained on the KetoLogic Sites grants or should be construed as granting, by implication, estoppel or otherwise any license or right to use any KetoLogic Marks without the written permission of KetoLogic. Any use of the KetoLogic Materials or KetoLogic Sites not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

### **Reviews**

For the purposes of the KetoLogic Policies, “Reviews” shall mean any text, stories, testimonials, artwork, images, photographs, video clips, messages, ideas, concepts, suggestions, audio-visual

works, musical compositions, characterizations, or other materials that you submit, post, upload, embed, display, communicate or otherwise distribute on or through the KetoLogic Sites, or on or through social media profiles which are controlled by KetoLogic or any of its affiliates or subsidiaries, including but not limited to any Reviews incorporating “hashtags” or their equivalent which directly or indirectly refer to KetoLogic and contain a review or rating of the KetoLogic products. You acknowledge and agree that in order to make a Review you may be required to engage in a registration process which may require you to provide additional information and to acknowledge the KetoLogic Policies. Provided that your Reviews comply with the Code of Conduct (as defined below), KetoLogic welcomes your comments regarding our products, services and any other topic with which we specifically request or permit your input. However, in order to avoid the possibility of any future misunderstandings in connection with products, projects or creative ideas which KetoLogic develops, which may be similar to a third party’s creative materials, it is the KetoLogic’s long-standing policy to not allow, accept, or consider creative ideas, proposals, suggestions or other materials from you (“Unsolicited Materials”) unless we have an express written agreement executed by you and us to the contrary. Therefore, we request that you do not provide any Unsolicited Materials in the Reviews or in any other manner to KetoLogic. You acknowledge and agree that any Reviews or other materials provided to KetoLogic by any means shall not be made in confidence or with obligation to review or provide any consideration or compensation. You acknowledge and agree that KetoLogic is constantly developing products, programs or services and that the development and exploitation thereof shall not entitle you to any compensation of any sort, regardless of the similarity to any Unsolicited Materials or Reviews.

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You represent and warrant that the contents of any Reviews you post are original to you, and that neither the Reviews nor any other Materials you submit, nor KetoLogic’s use of such Materials, will infringe or violate any rights of any third person or entity. You further represent and warrant that any statement made in connection with or included in a Review is true, accurate and based on your own experience, honest opinion, findings and belief and is provided in accordance with the FTC’s rules, regulations and Guides Concerning the Use of Endorsements and Testimonials in Advertising, setting forth guidelines for testimonial endorsements. In furtherance of the foregoing, you must disclose any material connection between yourself and KetoLogic, if any, and any consideration you have received in exchange for publishing a favorable review of a KetoLogic product.

You acknowledge and agree that any feature of the KetoLogic Sites that permits users to submit a Review or any other text, image or commentary including but not limited to forums, message boards, review areas, chats, messaging services, profile pages, blogs or other messaging

functions (each a “Forum”) is for public and not private communications and that you have no expectation of privacy with regard to any Review or other information or materials submitted by you in any Forum. KetoLogic has no duty to monitor or take any other action with respect to the Forums. You make such Reviews at your own risk, and you shall be solely responsible for any liability for the Reviews, which you submit to the KetoLogic Sites or are otherwise submitted under your username in any Forum or otherwise. KetoLogic shall not have any liability for any Reviews submitted by a third party user and it is explicitly acknowledged and agreed that KetoLogic is not responsible for and does not endorse the opinions, statements, advice or other content posted in the Forums. Your use of the Forums or any content/information therefrom is at your own risk, and KetoLogic makes no representation or warranty related to the accuracy, safety or non-infringement thereof. KetoLogic specifically and expressly disclaims any and all liability in connection with the Forums, and while KetoLogic does not have any obligation to do so, KetoLogic reserves the right to refuse to post, publish, remove, modify or take any action it determines with respect to any Reviews in the Forums or otherwise on the KetoLogic Sites.

While KetoLogic’s administrators of the KetoLogic Sites will attempt to keep all objectionable messages out of the Forums, it is not possible for KetoLogic to review all Reviews. All Reviews express the views of the author and KetoLogic shall not be held responsible for any content in any Review. By submitting a Review, you agree that you are responsible for the content of the Review and compliance with these Terms of Use, including, without limitation, the Code of Conduct.

### **KetoLogic Code of Conduct**

As a condition for use of the KetoLogic Sites, you represent and warrant that and any and all of your use of the KetoLogic Sites and products shall conform with the following code of conduct (“Code of Conduct”). KetoLogic does not guarantee that other users are or will be complying with the Code of Conduct or any other portion of the KetoLogic Policies and your use of the KetoLogic Sites are at your own risk. You hereby assume all risk of harm or injury from a third party’s lack of compliance with the Code of Conduct. Should you have a good faith belief that any party is engaged in any activity, which violates the Code of Conduct, we encourage you to contact us at [customerservice@Ketologic.com](mailto:customerservice@Ketologic.com) and in the subject heading please type “CODE OF CONDUCT”.

You represent and warrant that: (a) you are over the age of 18 years old and you are not purchasing the products for the sale, use or distribution to individuals under the age of 18; (b) you will not make any payment upon the KetoLogic Sites using a credit card which you are not authorized to use; (c) you will not purchase the products on the KetoLogic Sites for resale or trade including but not limited to on any e-commerce site (ie Amazon) or otherwise; (d) you will not share any password assigned to you in connection with the KetoLogic Sites; (e) any information submitted in the registration or other use of the KetoLogic Sites shall not contain any false information and further that you shall not impersonate or represent to be someone other than yourself, or otherwise mislead KetoLogic or third parties as to your identity; (f) you will not use the products purchased on the KetoLogic Sites for any illegal purpose; (g) your use of the KetoLogic Sites and computer equipment utilized therefor do not contain any computer virus or other malware that could in any way affect the operation of the KetoLogic Sites or operate in a manner which violates the KetoLogic Policies; (h) you will not post any libelous, defamatory,

unlawful, illegal, pornographic, indecent, offensive, obscene, bigoted, hateful, or racial materials, or promote unsafe activities that could lead to an unsafe situation to any social media page controlled or owned by KetoLogic; (i) you will not violate the terms of any promotions in connection with the KetoLogic Sites; (j) you will not infringe on the copyright, trademark or any other intellectual property rights of KetoLogic or any third party in connection with your use of the KetoLogic Sites; (k) you will not post any Materials on the KetoLogic Sites that are abusive, harassing, or otherwise objectionable in KetoLogic's sole discretion; (l) you will not post any Materials on the KetoLogic Sites that include the personally identifiable information of any third party; and (m) you will not post any Materials on the KetoLogic Sites that promote the products or services of any third party.

You are solely responsible and liable for your use of the KetoLogic Sites and purchase of the products. You acknowledge and agree that KetoLogic (a) may identify any user and/or disclose to third parties any personal identifiable information in connection with any user in order to facilitate compliance with any laws or otherwise to enforce the KetoLogic Policies and/or protect the safety, security or other rights of any third party; and (b) takes no responsibility and assumes no liability for any conduct by you or any third party in connection with the KetoLogic Sites and products. KetoLogic reserves the right to revoke your access to the KetoLogic Sites at any time for any reason or no reason whatsoever. Further, you acknowledge that KetoLogic may suspend or terminate your account or refuse to permit you to use the KetoLogic Sites or any portion therefore in the event KetoLogic believes you have violated the Code of Conduct or any of the KetoLogic Policies, in its sole discretion.

### **Health-Related Information**

**All Materials provided on the KetoLogic Sites are for informational and educational purposes only, and are not to be construed as medical or nutritional advice or instruction.**

**You should not take any action solely in reliance upon the contents of the KetoLogic Sites. Consult your physician or a qualified health professional on any matters regarding your health and well-being and before starting, purchasing or ingesting (a) any exercise regimen or nutrition or meal plan or (b) any dietary supplement or meal replacement product.**

**You are responsible for consulting with your own health professional regarding the Materials provided on the KetoLogic Sites, as well as any other information we provide you. Neither KetoLogic nor the individual author(s) of any Materials accept responsibility for the direct or indirect consequences of any actions taken by you in connection with the Materials.**

**The Materials provided on the KetoLogic Sites have not been evaluated by the Food and Drug Administration. The KetoLogic products and content contained on the KetoLogic Sites are not intended to diagnose, treat, cure or prevent any disease.**

Due to the unique restrictions of amateur and professional sports organizations (i.e. WADA, NCAA, NFL, MLB, NBA, UIL, etc.), if you are a participant in any such sports organization, it is recommended that you consult with the appropriate governing body or organization before taking any product or engaging in any other activity contained on the KetoLogic Sites.

KetoLogic is not responsible for any suspension from any sports organization or other medical, health or other harm that may result from you consuming any product or engaging in any activity described on the KetoLogic Sites or from information, which you obtain from the KetoLogic Sites.

### **Testimonials**

Results from the use of KetoLogic products, and of the ketogenic diet in general, may vary. Sustained exercise and proper diet may be necessary to achieve and maintain weight loss or other desired results. Testimonials appearing on the KetoLogic Sites represent the experiences of the respective user as submitted by such user and may be based on the use of single or multiple KetoLogic products and/or in combination with particular exercise programs, diet plans, other products or other techniques utilized to achieve the professed results. As set forth in this Section VI, all users hereby represent and warrant that all Materials, including testimonials, they submit to the KetoLogic Sites are true, accurate and based on their own experience, honest opinion, findings and belief. KetoLogic does not claim that the results or experiences set forth in the testimonials are typical or likely to occur for all users. The testimonials reflect the opinions and/or experiences of the individual users only and do not constitute a representation or statement by KetoLogic. Additionally, you acknowledge and agree that KetoLogic may arrange, rearrange, shorten, or otherwise use only a portion of the Materials in a testimonial but will not change the fundamental nature of the Materials.

### **Information You Submit on the KetoLogic Sites**

In order to use certain aspects of the KetoLogic Sites, or participate in or secure certain benefits, you may be permitted or required to register and/or create an account. You agree to provide, maintain and update true, accurate, current and complete information about yourself as prompted by our registration processes. You agree that you shall not create multiple accounts for yourself. In connection with any registration, you shall not misrepresent your identity or affiliation with any person or entity, including using another person's username, password or other account information, or another person's name, likeness, voice, image or photograph and shall provide true and correct information. You provide such personal information at your own risk, and you shall be solely responsible for any liability resulting from information that you submit to the KetoLogic Sites or are otherwise submitted under your username in any account or otherwise. You also agree to promptly notify us at [customerservice@Ketologic.com](mailto:customerservice@Ketologic.com) of any unauthorized use of your username, password, other account information, or any other breach of security that you become aware of involving or relating to any KetoLogic Sites and in the subject heading please type "ACCOUNT SECURITY BREACH". KetoLogic shall not have any liability for any information submitted by a third party user whether or not authorized to use or access your account. Your use of your account or any content/information therefrom is at your own risk, and KetoLogic makes no representation or warranty related to the accuracy or safety thereof. KetoLogic specifically disclaims any and all liability in connection with your account. Your submission of personal information through the KetoLogic Sites and use by KetoLogic thereof is governed by KetoLogic's privacy policy, which can be reviewed by clicking on the "Privacy Policy" link located in the footer section of the KetoLogic Sites (the "[Privacy Policy](#)").

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- Your name, address, telephone number and e-mail address;
- A statement by you that you have a good faith belief that the use in the manner complained of is not authorized by the copyright owner, its agent or the law;
- A statement made by you, under the penalty of perjury that the information in the notification is accurate and that the complaining party is authorized to act on behalf of the owner of the exclusive right which is being infringed;
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright.

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Copyright Agent, KetoLogic LLC, 1448 Industry Drive, Burlington, NC 27215; [customerservice@Ketologic.com](mailto:customerservice@Ketologic.com) and in the subject section, please type "ATTN: COPYRIGHT AGENT". KetoLogic may give you notice that it has removed or disabled access to certain material by means of a general notice on any KetoLogic Sites, electronic mail to a user's e-mail address in our records, or by written communication sent by first-class mail to your physical address in our records. If you receive such a notice, you may provide counter-notification in writing to the KetoLogic's designated agent within the time period prescribed therein that includes the following:

- An identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
- A statement from you under the penalty of perjury, that you are the copyright owner, licensee or otherwise have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled;
- Your name, address, telephone number and e-mail address;
- A statement that you consent to the jurisdiction of a Federal District Court for the judicial district in which your physical address is located, or if your physical address is outside of

the United States, for any judicial district, and that you will accept service of process at the address above from the person who provided notification of allegedly infringing material or an agent of such person;

- Your electronic or physical signature.

It is our policy to terminate relationships with third parties who repeatedly infringe the copyrights of others.

If you fail to comply with all of the requirements of Section 512(c)(3) of the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (“DMCA”), your DMCA notice may not be effective. Please be aware that if you knowingly materially misrepresent that material or activity on the KetoLogic Sites is infringing your copyright, you may be held liable for damages (including costs and attorneys’ fees) under Section 512(f) of the DMCA.

### **Linking to the KetoLogic Sites**

You may link to the KetoLogic Sites from other websites, provided you do so in a way that is fair and legal, does not directly or indirectly imply a relationship with or endorsement by KetoLogic, and does not damage and/or take advantage of KetoLogic’s reputation, which shall be determined by KetoLogic in KetoLogic’s sole discretion. The KetoLogic Sites must not be framed on any other site. We reserve the right to withdraw linking permission at any time.

### **Links to Other Sites and Services**

The KetoLogic Sites may contain links to other websites. KetoLogic is not responsible for the content, accuracy, or opinions expressed in other websites, and other websites are not investigated, monitored, or checked for accuracy or completeness by KetoLogic. Inclusion of any linked website on or through the KetoLogic Sites does not imply our approval or endorsement of the linked website or any products or services contained therein. We strongly advise that you properly investigate before accessing any linked website, or engaging in any use or transaction therewith. Such linked websites are not controlled by KetoLogic, and are subject to different terms of use or privacy policies.

IF YOU DECIDE TO LEAVE THE KETOLOGIC SITES AND ACCESS OTHER WEBSITES EVEN THROUGH A LINK ON THE KETOLOGIC SITES, YOU DO SO AT YOUR OWN RISK, AND KETOLOGIC SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY RELATED THERETO INCLUDING BUT NOT LIMITED TO THE ACCURACY, LEGALITY OR DECENCY OF ANY MATERIALS CONTAINED ON SUCH WEBSITES.

## **VII. INDEMNIFICATION**

You are responsible for maintaining the confidentiality of your username(s), password(s), and your account(s), as well as all activities that occur under your account(s). You hereby agree to defend, indemnify, and hold KetoLogic, its affiliates, our licensors, licensees, distributors, agents, representatives and other authorized users, and each of the foregoing entities’ respective resellers, distributors, service providers and suppliers, and all of the foregoing entities’ respective

officers, directors, owners, employees, agents, representatives and assigns (collectively, the “Indemnified Parties”) harmless from and against any and all losses, damages, liabilities and costs (including settlement costs and any legal or other fees and expenses for investigating or defending any actions or threatened actions) incurred by the Indemnified Parties in connection with any third party or government claim, damages or costs arising out of any breach of the KetoLogic Policies or representations and warranties by you or arising from your account. You shall use your best efforts to cooperate with us in the defense of any third party claim. We reserve the right to choose reasonable counsel to defend the Indemnified Parties, which such cost and expense shall be borne by you.

#### **VIII. AGREEMENT TO ARBITRATE AND WAIVER OF CLASS ACTION**

You agree to the following dispute resolution procedure: In the event of any controversy, claim, action or dispute arising out of or related to any transaction conducted on or use of the KetoLogic Sites, or the breach, enforcement, interpretation, or validity of the KetoLogic Policies or any part of it (a “Dispute”), the party asserting the Dispute shall prior to commencing any action, first try in good faith to settle such Dispute by providing written notice to the other party (by first class or registered mail) describing the facts and circumstances (including any relevant documentation) of the Dispute and allowing the receiving party 15 days in which to respond to or settle the Dispute. Notice to you shall be sent to your last known billing address and/or the address in your online account. Notices to KetoLogic shall be sent to KetoLogic, 1448 Industry Drive, Burlington, NC 27215 attn: Legal. You agree that this dispute resolution procedure is a condition precedent, which must be satisfied prior to initiating or filing any claim against the other party. Subject to the foregoing, you agree that in the event a Dispute is not resolved as set forth above, **any and all claims and disputes within the scope of the KetoLogic Policies or related to the KetoLogic Sites or purchase of any products on the KetoLogic Sites must be arbitrated on an individual basis and not on a class action basis. Accordingly, claims of more than one customer or user cannot be arbitrated jointly or consolidated with those of any other customer or user.**

THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO OTHER AVAILABLE RESOLUTION PROCESSES SUCH AS COURT ACTION OR ADMINISTRATIVE PROCEEDINGS, instead electing that all claims and disputes shall be resolved by arbitration. Arbitration procedures are typically more limited than rules applicable in a court and are subject to very limited review by a court. Such binding arbitration is to take place in the State, City and County of New York in accordance with the rules of the American Arbitration Association (the “AAA”). The arbitrator’s authority to resolve and make written awards is limited to claims between you and us alone. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. The arbitrator will decide the rights and liabilities, if any, of you and KetoLogic, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual or entity under applicable law and the AAA rules. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual

basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and KetoLogic. Under no circumstances will you be permitted to obtain awards for, and each user hereby waives all rights to claim punitive, incidental, or consequential damages, any other damages other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms of Use, or the rights and obligations of users and us in connection with the KetoLogic Policies, shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York. If any of these Terms of Use are found unlawful, void, or for any reason unenforceable, then that provision will be considered severable from the remaining provisions of these Terms of Use, and will not affect the validity and enforceability of the remaining provisions. In the event any litigation should arise between you and the KetoLogic in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND KETOLOGIC WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

NO WAIVER OF ANY PROVISION OF THESE TERMS OF USE BY US SHALL BE DEEMED A FURTHER OR CONTINUING WAIVER OF SUCH PROVISION OR ANY OTHER PROVISION, AND KETOLOGIC'S FAILURE TO ASSERT ANY RIGHT OR PROVISION UNDER THESE TERMS OF USE SHALL NOT CONSTITUTE A WAIVER OF SUCH RIGHT OR PROVISION.

IN NO EVENT WILL KETOLOGIC, ITS PARENTS, SUBSIDIARIES, AFFILIATES, RELATED COMPANIES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS, SHAREHOLDERS OR MEMBERS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE KETOLOGIC SITES, ANY WEBSITES LINKED FROM THE KETOLOGIC SITES, ANY CONTENT ON THE KETOLOGIC SITES OR OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, KETOLOGIC'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO KETOLOGIC FOR THE PRODUCTS OR SERVICE ON THE KETOLOGIC SITES. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

## **IX. DOMESTIC USE; EXPORT RESTRICTIONS**

KetoLogic controls the KetoLogic Sites from its offices located within the United States of America. KetoLogic makes no representations that the KetoLogic Sites, Materials or products and services available thereon are appropriate for use in other locations outside the United States. Users who access the KetoLogic Sites from outside the United States of America do so upon their own accord and are solely responsible for compliance with local laws. No Materials may be downloaded in violation of United States export control laws, which prohibit the exportation of certain technical data and software to certain territories.

## **X. TRANSPARENCY IN SUPPLY CHAIN DISCLOSURE**

The state of California requires the following disclosure statement as of January 1, 2012, pursuant to the “Transparency in Supply Chains Act of 2010”.

All of the dietary and nutritional supplements marketed by KetoLogic and many of the ingredients used in those products, are manufactured in the U.S., in accordance with applicable U.S. labor laws. While some of the ingredients used in our dietary and nutritional supplements are sourced from foreign countries, KetoLogic’s finished products are manufactured in the U.S. in compliance with the current Good Manufacturing Practices (“cGMPs”) for dietary supplements.

KetoLogic’s products are marketed across the U.S. and throughout the world. KetoLogic is committed to marketing only safe and effective dietary and nutritional supplements, and to conducting business in compliance with applicable law. KetoLogic exhibits and promotes the highest standards of honest and ethical conduct in our dealings and we hold our manufacturers, suppliers, retailers and distributors to the same standard. Each of KetoLogic’s manufacturers and suppliers are carefully selected based on their reputation and evaluation by KetoLogic, prior to entering into a business relationship. In addition, KetoLogic conducts in-person inspections and audits of our manufacturers and suppliers to ensure they are operating in compliance with the cGMPs. Our agreements with manufacturers require that they shall not use child labor in the manufacturing, packaging or distribution of products; they shall provide their employees with a safe and healthy workplace in compliance with all applicable laws; they shall only employ persons whose presence is voluntary; they shall not use prison labor or use corporal punishment or other forms of mental or physical coercion as a form of discipline of employees; they shall comply with all applicable federal, state and local laws and regulations including without limitation, applicable wage, hour, labor and environmental laws including but not limited to minimum wage, overtime and maximum hours; and they shall agree to utilize fair employment practices as defined by applicable laws. Further, foreign distributors of KetoLogic products are required to comply with all applicable laws and regulations and obtain all appropriate government approvals, certificates, licenses and permits pertaining to the import, sale, and advertising of KetoLogic products in the applicable authorized territory.

KetoLogic is not aware of any slavery, human trafficking or other abhorrent and illegal labor practices in connection with any ingredient manufactured or supplied to us by foreign vendors. KetoLogic is committed to the effort to eradicate slavery and human trafficking from the supply chain and improve transparency. In furtherance of that effort, if we identify an ingredient

manufacturer or supplier who does not meet the aforementioned standards, we will demand corrective action and/or discontinue any business relationship with them.

## **XI. CONTACTING US**

If you do not understand these Terms of Use or if you have any questions about the KetoLogic Policies or the operation of the KetoLogic Sites, you may contact:

KetoLogic  
1448 Industry Drive  
Burlington, NC 27215  
Attn: Legal  
[customerservice@ketologic.com](mailto:customerservice@ketologic.com)

## **XII. TRUTH-IN-CONSUMER CONTRACT, WARRANTY AND NOTICE ACT - NEW JERSEY RESIDENTS**

The following provision applies to residents of the State of New Jersey. Pursuant to the New Jersey Truth-in-Consumer Contract, Warranty and Notice ACT (“TCCWNA”), N.J.S.A. 56:12-14 et seq., certain businesses are not permitted to offer or enter into written consumer contracts with consumers or prospective consumers which include any provision that violates any clearly established legal right of a consumer, or responsibility of the business, as established by State or Federal law. The Terms of Use are intended to comply with TCCWNA. In the event of a conflict between the Terms of Use and the TCCWNA, the terms of the TCCWNA take precedence and will control.

The TCCWNA also requires businesses to specify which provisions are void, unenforceable, or inapplicable in the State of New Jersey. The following provisions of the Terms of Use shall not be applicable to New Jersey residents: (i) provisions which limit the KetoLogic’s liability for any tortious action or breach of contract by the KetoLogic; (ii) provisions which limit the amount of damages which may be sought for any tortious action or breach of contract by KetoLogic; and (iii) provisions which limit the time within which claims against the KetoLogic must be brought.