

WEBSITE, PRODUCTS AND SERVICES TERMS OF USE

TERMS AND CONDITIONS OF USE OF OUR SITE, OUR PRODUCTS AND OUR SERVICES

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 - (b) The Company's products and services;
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- (e) If you violate the Company's intellectual property rights, you may be liable for damages, including actual damages, statutory damages, and attorneys' fees. You may also be subject to criminal prosecution.

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- 7. **Compliance with Laws.** You agree to comply with all applicable laws regarding your use of the website. You further agreed that information provided by you is truthful and accurate to the best of your knowledge.
- 8. **Indemnification.** You agree to indemnify, defend and hold Zenergy Rx, LLC and our partners, employees, and affiliates, harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.
- 9. **Disclaimers.**
 - (a) **GENERAL.**
 - (i) 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. ZENERGY RX, LLC DISCLAIMS 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. 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.
 - (b) **NO MEDICAL ADVICE.**
 - (i) ALTHOUGH OUR COMPANY IS CENTERED AROUND PRINCIPLES OF HERBAL AND NATURAL SUPPLEMENT, HOLISTIC CARE, THE INFORMATION PROVIDED ON THIS WEBSITE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTH PROVIDER WITH ANY QUESTIONS YOU MAY HAVE REGARDING A MEDICAL CONDITION. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ ON THIS WEBSITE. YOU ASSUME THE RISK OF USING ANY OF OUR PRODUCTS WITH OUT FIRST SEEKING THE ADVICE OF YOUR LICENSED PHYSICIAN.

- (ii) THIS WEBSITE MAY CONTAIN LINKS TO OTHER WEBSITES THAT ARE NOT OPERATED BY US. WE ARE NOT RESPONSIBLE FOR THE CONTENT OF ANY LINKED WEBSITE.
 - (iii) WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED ON THIS WEBSITE. THE INFORMATION IS PROVIDED ON AN "AS IS" BASIS. WE DO NOT WARRANT THAT THIS WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE.
- (c) **NO GUARANTEE OF CERTAIN LICENSING.**
- (i) SOME OF THE PROFESSIONALS REFERENCED ON THIS WEBSITE MAY OR MAY NOT BE LICENSED PRACTITIONERS IN THE STATE AND OR COUNTRY THAT YOU ARE IN. THIS IS BECAUSE SOME OF THE PROFESSIONALS OPERATE AS HOLISTIC OR NATUROPATHIC PRACTITIONERS, WHICH MAY OR MAY NOT REQUIRE CERTYAIN LICENSING AND LICENSING REQUIREMENTS VARY FROM STATE TO STATE. ADDITIONALLY, SOME PROFESSIONALS, SUCH AS NATUROPATHIC DOCTORS, MAY BE REQUIRED TO BE LICENSED IN SOME STATES AND OR COUNTRIES BUT MAY NOT BE REQUIRED TO BE LICENSED IN OTHERS.
 - (ii) IF YOU ARE CONSIDERING SEEING A PROFESSIONAL REFERENCED ON THIS WEBSITE, IT IS IMPORTANT TO VERIFY THEIR LICENSING STATUS WITH THE APPROPRIATE REGULATORY OR ADMINISTRATIVE BODY. YOU CAN ALSO CONTACT THE PROFESSIONAL DIRECTLY TO INQUIRE ABOUT THEIR LICENSING STATUS. BY USING THIS SITE, YOU AGREE THAT YOU ASSUME THE RISK AND BURDEN OF VERIFYING THE CREDENTIALS OF ANY PROFESSIONAL YOU INTERACT WITH TO ENSURE THAT YOUY ARE RECEIVING THE EXPECTED LEVEL OF CARE.
 - (iii) IT IS ALSO IMPORTANT TO NOTE THAT THE INFORMATION PROVIDED ON THIS WEBSITE IS NOT A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE. IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT YOUR HEALTH, YOU SHOULD ALWAYS CONSULT WITH A QUALIFIED HEALTHCARE PROVIDER.
- (d) **NO GUARNTEE OF EFFECTIVENESS OR CURE.**
- (i) THE RESULTS OF USING OUR PRODUCTS ARE NOT GUARANTEED. INDIVIDUAL RESULTS MAY VARY. WE CANNOT GUARANTEE THAT YOU WILL ACHIEVE THE SAME RESULTS AS OTHERS WHO HAVE USED OUR PRODUCTS OR ANY RESULTS AT ALL. THESE STATEMENTS HAVE NOT BEEN EVALUATED BY THE US FOOD AND DRUG ADMINISTRATION. THIS PRODUCT IS NOT INTENDED TO DIAGNOSE, TREAT, CURE, OR PREVENT ANY DISEASE.
 - (ii) THERE ARE MANY FACTORS THAT CAN AFFECT THE RESULTS OF USING OUR PRODUCTS, INCLUDING YOUR INDIVIDUAL HEALTH, LIFESTYLE, AND GENETICS. WE RECOMMEND THAT YOU CONSULT WITH A QUALIFIED HEALTHCARE PROVIDER BEFORE USING OUR PRODUCTS.
 - (iii) IT IS IMPORTANT TO NOTE THAT DIETARY SUPPLEMENTS ARE NOT REGULATED BY THE FDA IN THE SAME WAY THAT PRESCRIPTION OR OVER-THE-COUNTER DRUGS ARE. THIS MEANS THAT THERE IS NO GUARANTEE OF THE SAFETY OR EFFECTIVENESS OF DIETARY SUPPLEMENTS.
 - (iv) IF YOU ARE CONSIDERING TAKING A DIETARY SUPPLEMENT, IT IS IMPORTANT TO TALK TO YOUR DOCTOR FIRST. YOUR DOCTOR CAN HELP

YOU DETERMINE IF A DIETARY SUPPLEMENT IS RIGHT FOR YOU AND CAN HELP YOU CHOOSE A SAFE AND EFFECTIVE PRODUCT.

10. Limitation of Liability. UNDER NO CIRCUMSTANCES WILL Zenergy Rx, LLC 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.

11. Use of Information. Zenergy Rx, LLC 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.

12. Copyrights and Copyright Agent. If you believe your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have otherwise been violated, please provide a notice containing all of the following information to our Copyright Agent:

- (a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- (b) A description of the copyrighted work that you claim has been infringed;
- (c) A description of where the material that you claim is infringing is located on the Site;
- (d) Your address, telephone number, and e-mail address;
- (e) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- (f) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent for Notice of claims of copyright infringement on the Site is Zenergy Rx, LLC who can be reached as follows:

By Mail: 3685 Hewitt Ct Suite F, Snellville, GA 30039

By E-mail: support@ZeneticsRx.com

With a Copy to

Meghan Thomas, Esq

100 Hartsfield Centre Pkwy Ste 500-505

Atlanta, GA 30354

- 13. Applicable Law .** You agree that the laws of the state of Georgia without regard to conflicts of laws provisions will govern these Terms and Condition of Use and any dispute that may arise between you and Zenenergy Rx, LLC or its affiliates.
- 14. MANDATORY ARBITRATION.** ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATION SHALL BE CONDUCTED IN ATLANTA, GEORGIA. THE ARBITRATOR SHALL BE A NEUTRAL, RETIRED JUDGE OR EXPERIENCED ARBITRATOR. THE ARBITRATOR SHALL HAVE THE POWER TO AWARD ALL RELIEF THAT WOULD BE AVAILABLE IN A COURT, INCLUDING BUT NOT LIMITED TO DAMAGES, INJUNCTIVE RELIEF, AND ATTORNEYS' FEES. THE PARTIES AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL. THIS MANDATORY ARBITRATION CLAUSE IS SUBJECT TO THE FOLLOWING EXCEPTIONS:
- (a) EITHER PARTY MAY BRING AN ACTION IN SMALL CLAIMS COURT.
 - (b) EITHER PARTY MAY SEEK INJUNCTIVE RELIEF IN COURT IF NECESSARY TO PROTECT ITS RIGHTS PENDING ARBITRATION.
 - (c) EITHER PARTY MAY SEEK TO ENFORCE AN ARBITRATION AWARD IN COURT.
- BY AGREEING TO THIS AGREEMENT, THE PARTIES AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL AND TO SUBMIT ANY DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT TO BINDING ARBITRATION.
- 15. 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.
- 16. Waiver.** The failure of Zenenergy Rx, LLC 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 Zenenergy Rx, LLC must be in writing and signed by an authorized representative of Zenenergy Rx, LLC
- 17. Termination.** Zenenergy Rx, LLC may terminate this Agreement at any time, with or without notice, for any reason.
- 18. 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.
- 19. Entire Agreement.** This Terms of Use constitutes the entire agreement between you and the ZeneticsRx.com 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, between you and the ZeneticsRx.com 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. the ZeneticsRx.com may revise

this Terms of Use at any time by updating this Agreement and posting it on the Site. Accordingly, you should visit the Site and review the Terms of Use periodically to determine if any changes have been made. Your continued use of this website after any changes have been made to the Terms of Use signifies and confirms your acceptance of any such changes or amendments to the Terms of Use.

20. Contact Information.

Zenergy Rx, LLC

By Mail: 8735 Dunwoody Place Suite 6350, Atlanta, GA, 30350

By E-mail: support@ZeneticsRx.com

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