

## TERMS OF USE

*Effective Date: November 15, 2022*

Please read these Terms of Use (the "Agreement") carefully and completely before using <https://knapprx.com> (the "Website") or any services or goods (together with the Website, collectively, the "Service") provided through or in connection with the Website or by **Knapp Nutritional & Pharmacy, Inc.** or one of its subsidiaries or affiliates ("Knapp," "us" or "we"). By using the Service (including any access to the Service), you expressly agree to be bound by this Agreement, by and between you and Knapp, which incorporates by this reference any additional terms and conditions posted by Knapp through the Website, or otherwise made available to you by Knapp. This Agreement does not govern your use of other sites or apps (including services on other sites or apps) operated by Knapp, if any. The information and resources contained on and accessible through the Service are made available by Knapp and its suppliers and vendors, and other third parties, in each case subject to your agreement to the terms and conditions of this Agreement.

By using the Service, you affirm that you are of legal age to enter into this Agreement.

We may update this Agreement by notifying you of such updates by any reasonable means, including by posting the updated Agreement to the Website. Any changes in updating this Agreement will not apply to any dispute between you and us arising prior to the date on which we posted the updated Agreement, or otherwise notified you of such updated Agreement. You should periodically review this page to determine if this Agreement has been updated. Your continued use of the Service following any updates to this Agreement shall constitute notice and acceptance of any such updates.

### I. WEBSITE CONTENT

The content of the Website may describe general principles of healthcare, medications, medical devices, pharmaceutical drugs, nutritional/food supplements, or similar substances that should not in any event be construed as specific instructions for individual patients. This material is not intended as a guide to self-medication or as a substitute for proper medical advice, diagnosis, or treatment. It is for reference only and should not be used to determine treatment for specific medical conditions – only a professional healthcare provider can do that. The Service and its health related information and resources are not intended and must not be taken as the rendering of medical, nursing, or professional healthcare advice or services, or the practice of medicine, nursing, or professional healthcare in any jurisdiction. You should discuss the information provided with a physician, pharmacist, nurse, or other licensed healthcare professional. You should also check product information (including package inserts) regarding dosage, precautions, warnings, interactions, and contraindications before administering or using any device, medication, drug, herb, vitamin, supplement, or other similar substances discussed on the Service.

You understand and agree that neither Knapp nor its suppliers or vendors are responsible for any claim, loss, or damage directly or indirectly resulting from your use of the Service or the information resources contained on or accessible through the Service.

Proper treatment of health conditions depends upon a number of factors, including, but not limited to, your medical history, diet, lifestyle, and medication regimen. Your professional healthcare provider can best assess and address your individual healthcare needs. You should consult with your healthcare provider before starting a new diet, fitness, supplement regimen, etc. **IF YOU ARE EXPERIENCING A MEDICAL CRISIS, PLEASE CALL 911 OR CONTACT YOUR LOCAL EMERGENCY ASSISTANCE SERVICE IMMEDIATELY.**

### II. PRODUCTS AND PAYMENT

Please note that references to or descriptions or images of products or services (or related coupons or discounts) on the Service should not be interpreted as endorsements of such products or services and such products or services may be made available by Knapp or by third parties. Resale of products or services purchased in connection with the Service is specifically prohibited. We reserve the right to refuse to sell products or services to you if it reasonably appears to us that you intend to resell such products or services. Verification of information may be required prior to our acceptance of any order. We further reserve the right to limit quantities of items purchased by each customer or to refuse to provide any customer with any such items. Your properly completed and delivered order form constitutes your offer to purchase the goods or services referenced in your order. Your order

shall be deemed to be accepted only if and when Knapp or its supplier or vendor sends an order acceptance and shipping notice email to your email address.

Certain products available through the Service require a valid prescription by a licensed professional healthcare provider. You will not be able to obtain a prescription product unless you have completed a consultation with one of professional healthcare providers, who has determined the prescription product is appropriate for you and a professional healthcare provider has written a prescription.

If a professional healthcare provider determines a prescription product is appropriate for you and writes a prescription, you will receive information about your options for filling the prescription. Prescriptions fulfilled by Knapp do not use child-resistant packaging and prescription products will not be dispensed in child-resistant containers. Some prescriptions may not be available through the Service and therefore, shall be filled by a local pharmacy of your choice.

If you complete a consultation with a professional healthcare provider and fill a prescription through Knapp, the prescription product is shipped to you by Knapp and the costs associated with the prescription are included in the total charged to you by the Service. Prescription products available through the Service are "Third-Party Goods and Services" as described in the Third-Party Goods and Services section of this Agreement.

Information and statements about any dietary supplements may not been evaluated by the US Food and Drug Administration and are not intended to diagnose, treat, cure, mitigate, or prevent any disease or health condition. Knapp does not endorse manufacturers' or others' claims about the efficacy of such products. Knapp specifically disclaims any guarantee or warranty, express or implied, with respect to any products or services sold, including any warranty of merchantability or fitness for a particular purpose. No information conveyed by Knapp either orally or in writing shall create such a warranty.

Price (including the validity of any discount), quantity, availability of any product or service, and shipping methods and shipping rates, and any other information, descriptions or images on the Service regarding any products or services, are subject to change without notice. Certain weights, measures and similar descriptions are approximate and for convenience only. We seek to undertake reasonable efforts to accurately display the attributes of products and services, including the applicable colors, however the actual colors that you see will depend on your device, and we cannot guarantee that your device will accurately display such colors. In general, offers on the Service are good only while supplies last. Sweepstakes, giveaways, specials, sales, and other promotions offered at the Service may not be available in stores. Likewise, sales and specials offered in-store might not be reflected online. It is your responsibility to ascertain and obey all applicable local, state, and federal laws (including minimum age requirements) regarding the possession, use and sale of any products or services on the Service. By submitting any information through the Service in connection with purchasing any products or services, you grant to us the right to provide such information to third parties for purposes of facilitating such purchase. Verification of information may be required prior to the acknowledgment or completion of any transaction. You represent and warrant that you have the right to use any credit card or other method of payment that you submit in connection with a transaction in connection with the Service. Further terms and conditions related to transactions in connection with the Service may apply.

You agree to pay all charges incurred by you or on your behalf through the Service, at the prices in effect when such charges are incurred, including all shipping and handling charges. In addition, you are responsible for any taxes applicable to your transactions. If any payment due is not made by you, Knapp may, in addition to its other remedies, at its sole discretion and without notice to you, (a) suspend its performance under this Agreement and your access to and use of the Service, or (b) terminate this Agreement and your access to and the use of the Service. If legal action is necessary to collect fees or charges due from you, then you will reimburse Knapp for all expenses incurred in collecting the fees and charges, including all attorney fees and other legal expenses.

### **III. MATERIALS**

For purposes of this Agreement, "Materials" includes user IDs, email addresses, passwords, comments, photographs, images, graphics, text and data and any other forms of materials or information submitted by you through or otherwise in connection with the Service, regardless of whether such information is posted publicly or with password protection.

The Service is not designed or intended to be used as a disaster recovery or emergency data storage facility and you are responsible for creating and maintaining copies of your Materials (including any photos, as applicable) prior to posting, uploading or otherwise submitting such Materials through the Service.

Knapp and its suppliers and vendors are not required to assess or otherwise determine the validity or legitimacy of any complaints or demands that they may receive regarding any Materials that you may use or allow others to use in connection with the Service (including Materials posted or submitted to the Service) before Knapp and its suppliers and vendors take any remedial action that they consider, in their sole discretion, to be appropriate.

**NEITHER KNAPP NOR ITS SUPPLIERS OR VENDORS CONTROL THE MATERIALS POSTED OR SUBMITTED TO THE SERVICE, NOR DO WE OR THEY HAVE ANY OBLIGATION TO MONITOR, SCREEN, POLICE OR EDIT THOSE MATERIALS FOR COMPLIANCE WITH APPLICABLE LAWS OR THIS AGREEMENT. YOU MAY FIND SOME OF THE MATERIALS POSTED BY OTHER USERS TO BE OFFENSIVE, HARMFUL, INACCURATE OR DECEPTIVE. YOU SHOULD USE CAUTION AND COMMON SENSE WHEN USING THE SERVICE.**

#### **IV. PROTECTED HEALTH INFORMATION**

When you set up an account with Knapp, you are creating a direct customer relationship with Knapp that enables you to access and/or utilize the various functions of the Service as a user. As part of that relationship, you provide information to Knapp, including but not limited to your full name, email address, shipping address, phone number and other data, that we may collect, use and disclose in accordance with our Privacy Policy, and that we do not consider to be “health” or “medical” information.

However, in using certain components of the Service, you may also provide certain medical information that may be protected under applicable laws. Knapp is not a “covered entity” under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and its related regulations and amendments from time to time (collectively, “HIPAA”). Knapp may in some cases be a “business associate”, for instance, of a lab, professional healthcare provider or other medical organization. It is important to remember that, while state-specific privacy laws may apply, HIPAA does not necessarily apply to an entity or person simply because there is health information involved, and HIPAA may not apply to your transactions or communications with Knapp. To the extent Knapp is deemed a “business associate” however, and solely in its role as a business associate, Knapp, may be subject to certain provisions of HIPAA with respect to “protected health information,” as defined under HIPAA, that you provide to a lab, professional healthcare provider or other medical organization (“PHI”). In addition, any medical or health information that you provide that is subject to specific protections under applicable state laws (collectively, with PHI, “Protected Information”), will be used and disclosed only in accordance with such applicable laws. However, any information that does not constitute Protected Information under applicable laws may be used or disclosed in any manner permitted under our Privacy Policy (available at [https://knapprx.com/privacy\\_policy](https://knapprx.com/privacy_policy)). Protected Information does not include information that has been de-identified in accordance with HIPAA.

By using the Service, you are agreeing that even if HIPAA does apply to Knapp, any information that you submit to Knapp that is used solely for prescription fulfillment, is not considered Protected Information, and will only be subject to our Privacy Policy and any applicable state laws that govern the privacy and security of such information.

#### **V. DISCLAIMER OF WARRANTY**

Although Knapp reserves the right to correct any errors, omissions, or inaccuracies, we do not accept any responsibility for the accuracy, reliability, currency, or completeness of any information, content, materials, services, products, merchandise, functionality or other resources (collectively, “Resources”) available on or accessible through the Service (even typographical or imaging errors), including the substance, accuracy, or sufficiency of any service or product information listed on the Service. Further, Knapp does not represent that the Service will operate without interruption or error, nor do we provide any assurances of the availability or usability of the online shopping services.

Knapp does not accept any liability for the consequences arising from the application, use, or misuse of any Resources contained on or made available through the Service, including any injury and/or damage to any person or property as a matter of product liability, negligence, or otherwise.

Knapp further disclaims any responsibility for the accuracy, reliability, currency, availability, or completeness of any Resources found on any third-party sites that link to or from the Service, including circular ads available online. Knapp also does not accept any responsibility for technical failures or for unauthorized access of user transmissions or Materials by third parties.

**Your access and use of the Service, the Website and any other websites, including any Resources contained on, or otherwise made available by, them, is solely at your own risk.**

Knapp will attempt to keep the information, services and resources accessible through the Service timely and accurate, but make no guarantees, and disclaim any implied warranty or representation about the Service's accuracy, relevance, timeliness, completeness, reliability, security or appropriateness for a particular purpose.

**KNAPP DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING THE INFORMATION, CONTENT, SERVICES, PRODUCTS, MERCHANDISE, MATERIALS, FUNCTIONALITY, AND ANY OTHER RESOURCES AVAILABLE ON OR ACCESSIBLE THROUGH THE SERVICE, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ALL SUCH INFORMATION, CONTENT, SERVICES, PRODUCTS, MERCHANDISE, MATERIALS, FUNCTIONALITY AND OTHER RESOURCES ARE MADE AVAILABLE "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND.**

Without limiting the generality of the foregoing, Knapp makes no representation or warranty that the quality of any goods, services, information or other materials purchased or obtained through the Service will meet your expectations, or that any password protection or other security measures for Materials that you may use or allow others to use in connection with the Service will prevent unauthorized access to such Materials, or that any such Materials will not be accessed or misused by any other party.

## **VI. LIMITATION OF LIABILITY**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL KNAPP OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AFFILIATES, SUPPLIERS, VENDORS, LICENSORS, CO-BRANDERS OR PARTNERS (COLLECTIVELY, "KNAPP PARTIES") BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM ANY LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, BUSINESS INTERRUPTION, LITIGATION, OR ANY OTHER PECUNIARY LOSS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE, OPERATION OR PERFORMANCE OF THE SERVICE, WITH THE DELAY OR INABILITY TO USE THE SERVICE, ANY DEFECTS IN THE SERVICE, OR WITH THE PROVISION OF, OR FAILURE TO MAKE AVAILABLE, ANY INFORMATION, SERVICES, PRODUCTS, MATERIALS, OR OTHER RESOURCES AVAILABLE ON OR ACCESSIBLE THROUGH THE SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

Knapp does not guarantee the sequence, accuracy, or completeness of any information or content on this Website or any other websites and shall not be liable in any way to you or anyone else who may use the information or content or to whom the information or content may be furnished, for any delays, inaccuracies, unavailability, errors, or omissions therefrom or in the transmission or delivery of all or any part thereof or for any damage arising therefrom or occasioned thereby.

**THE OPERATION OF THE SERVICE MAY BE AFFECTED BY NUMEROUS FACTORS BEYOND KNAPP'S CONTROL. THE OPERATION OF THE SERVICE, WHETHER BY KNAPP, ITS SUPPLIERS OR ITS VENDORS, MAY NOT BE SECURE. SECURITY AND PRIVACY RISKS CANNOT BE ELIMINATED. PASSWORD PROTECTION AND ANY OTHER SECURITY MEASURES MAY NOT PREVENT UNAUTHORIZED ACCESS TO MATERIALS YOU MAY USE OR ALLOW OTHER PERSONS TO USE IN CONNECTION WITH THE SERVICE, INCLUDING MATERIALS POSTED OR SUBMITTED TO THE SERVICE.**

**ANY LIABILITY ON THE PART OF THE KNAPP PARTIES, IN THE AGGREGATE, SHALL NOT EXCEED THE FEES PAID BY THE USER FOR THE PARTICULAR PRODUCT OR SERVICE PROVIDED.**

You acknowledge and agree that the limitations set forth above are fundamental elements of this Agreement and the Service would not be provided to you absent such limitations.

**VII. INDEMNIFICATION**

You hereby agree to indemnify, defend and hold the Knapp Parties harmless from any liability, loss, claim, and expense (including attorneys' fees) related to or arising out of your use of the Service, or any Materials that you submit, post, or transmit through the Service, your connection to the Service, your violation of this Agreement, or your violation of any rights of another.

**VIII. CHANGES TO THE SERVICE**

Knapp may change or modify the information, services, products, materials, and any other resources contained on or accessible through the Service, or discontinue the Service altogether, at any time without notice.

**IX. YOUR OBLIGATIONS**

You agree to use the Service only for lawful purposes. You agree not to interrupt or attempt to interrupt the operation of the Service in any way. Any conduct by you that, in our sole discretion, restricts, inhibits, or interferes with the ability of any other user to enjoy the Service will not be tolerated, including by means of hacking or defacing any portion of the Service, or by engaging in spamming, flooding, or other disruptive activities. You are strictly prohibited from communicating on or through the Service (including in connection with any Materials) any unlawful, harmful, offensive, threatening, abusive, libelous, harassing, defamatory, vulgar, obscene, profane, hateful, fraudulent, sexually explicit, racially, ethnically, or otherwise objectionable material of any sort, including, but not limited to, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law. We reserve the right to terminate or suspend your access to and use of the Service, or parts of the Service, without notice, if we believe, in our sole discretion, that it is in violation of any applicable law or it is harmful to our interests or the interests, including intellectual property or other rights, of another user or other third party partners, affiliates, sponsors, providers, licensors, or merchants.

You must not post, transmit or otherwise make available through or in connection with the Service any virus or other computer code, file or program that is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment.

You agree to provide true, accurate, current, and complete information in connection with the Service. It is your responsibility to maintain and promptly update this account information to keep it true, accurate, current, and complete. If you provide any information that is fraudulent, untrue, inaccurate, incomplete, or not current, or we have reasonable grounds to suspect that such information is fraudulent, untrue, inaccurate, incomplete, or not current, we reserve the right to suspend or terminate your account without notice and refuse any and all current and future use of the Service. Because any termination of your access to the Service may be effected without prior notice, you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and bar any further access to such files or the Service. Furthermore, you agree that we shall not be liable to you or any third party for any termination of your access to your account or the Service.

You may be asked to supply a user ID and password and other information to register to use all or part of the Service. We may refuse to grant you a user ID that impersonates someone else, is or may be illegal, is or may be protected by trademark or other proprietary rights law, is vulgar or otherwise offensive, or may cause confusion, as determined by us in our sole discretion. For security reasons, user IDs and passwords must be non-obvious, hard-to-guess, confidential and changed on a regular basis, and you must log out at the end of each session. You are responsible for maintaining the confidentiality of your user ID and password and are fully responsible for all activities (including purchases, as applicable) that occur in connection with your user ID or password such that, for all purposes under this Agreement, any activities in connection with your user ID or password will be

deemed to be your activities. You agree to immediately notify us of any unauthorized use of either your user ID or password or any other breach of security. You further agree that you will not permit others, including those whose accounts have been terminated, to access the Service using your user ID or password. All user IDs and passwords remain the property of Knapp, and may be cancelled or suspended at any time by Knapp without any prior notice or any liability to you or any other person. Knapp is not under any obligation to verify the actual identity or authority of the user of any user ID or password. If Knapp, in its sole discretion, considers a password to be insecure, then Knapp may cancel the password.

You must respond promptly to all email and other correspondence from Knapp, including without limitation email and correspondence concerning complaints or concerns regarding your use of the Service and the use of your account.

Your submission of information through the Service is governed by our Privacy Policy, which, among other things, explains how we seek to protect the privacy of the personal information that you provided to us through the Service. When participating in sweepstakes or contests offered through the Service, you are urged to review the official rules and regulations governing those promotions. All Materials submitted as part of a contest will be governed by contest rules published with the contest.

You are responsible for obtaining, maintaining and paying for all hardware, software and all telecommunications and other services needed for you to use the Service.

## **X. INTELLECTUAL AND OTHER PROPRIETARY RIGHTS**

Subject to your compliance with this Agreement, Knapp grants to you, for so long as you are permitted by Knapp to use the Service, a limited, revocable, non-exclusive, non-transferable license to access, use and display the Service (including any content or other materials generally made available through the Service to users of the Service) solely for your personal, non-commercial use. No title, rights, or interests in any downloaded materials from the Service are afforded you as a result of such downloading.

As between you and Knapp, Knapp owns the Service and all the content on the Service, including text, graphics, legends, customized graphics, original photographs, data, images, music, audio and video clips, typefaces, titles, button icons, logos, designs, words or phrases, page headers, and software as well as the design, coordination, arrangement, enhancement, and presentation of this material. The Service and all the content on the Service is subject to trademark, service mark, copyright, and/or other intellectual property rights held by Knapp and its suppliers and vendors. Any trademark or copyright notices may not be deleted or altered in any way. Knapp's trademarks and copyrights may not be used in connection with any products or services that are not offered by or on behalf of Knapp. You acknowledge that these rights are valid and protected in all forms, media, and technologies existing now or hereinafter developed.

Copying, publishing, broadcasting, re-broadcasting, webcasting, transmitting, modifying, deleting, augmenting, distributing, downloading, storing, reproducing, sublicensing, adapting, creating derivative works of any content available through the Service, or posting this content or selected portions of this content in any manner on any network computer, broadcast media, or other technologies existing now or hereinafter developed for unauthorized publication or commercial use without the prior written consent of Knapp is strictly prohibited. You hereby agree not to reproduce, duplicate, copy, sell, resell, decompile, disassemble, or exploit for any commercial purposes any portion of the Service, use of the Service, or access to the Service, or to collect any information about Website visitors or users of the Service, or otherwise systematically download and store Service content. You agree that you will not send, upload, post, reproduce, transmit or distribute any communication, content or Material of any type through the Service or otherwise to Knapp that infringes or violates any rights of any party or violates this Agreement.

If you submit or otherwise provide to Knapp any communications, content or Material, including, without limitation, any commercial information, idea, concept or invention, you hereby irrevocably grant to Knapp an unrestricted, worldwide, perpetual, sublicensable (through multiple tiers), royalty-free license to use, reproduce, display publicly, perform, publish, transmit, distribute and otherwise exploit such Materials in any medium and for any purpose, and you further agree that Knapp is free to use any ideas, concepts or know-how that you or individuals acting on your behalf provide to Knapp in accordance with the foregoing license grant.

## **XI. ELECTRONIC COMMUNICATIONS**

When you send emails or other electronic messages to Knapp or in connection with the Service, you are communicating with Knapp electronically and consent to Knapp's review and analysis of such messages and to receive return communications, if any, from Knapp electronically. You agree that all agreements, notices, disclosures and other communications that Knapp provides to you electronically satisfy any legal requirement that such communications be in writing.

## **XII. LOCATION BASED SERVICES**

If you enable location-based services on your computer or other device in connection with your use of the Service, you expressly consent to Knapp or its suppliers or vendors collecting the precise location information of your device. This information will be used as set forth in our Privacy Policy, including to personalize your service. Please see our Privacy Policy for further information.

## **XIII. TELEPHONE, TEXT AND FAX POLICY**

By providing your residential or wireless phone and/or fax number(s) to Knapp, you expressly consent to receive marketing and non-marketing autodialed and/or prerecorded calls, text messages and faxes (including fax advertisements) from or on behalf of Knapp at the number(s) provided. Your consent to receive calls or texts on your wireless device is not a condition of any purchase.

## **XIV. THIRD PARTY GOODS AND RESOURCES**

The Service may contain links to, or otherwise make available, third-party sites, services, products, information, content, materials, merchandise, functionality and/or other resources ("Third Party Goods and Resources"). These links and access are provided for your convenience and reference only. Knapp does not control such Third Party Goods and Resources and, therefore, Knapp is not responsible for such Third Party Goods and Resources, or any content posted on or made available by such Third Party Goods and Resources. Be aware that Knapp does not control, makes no guarantees about, and disclaims any express or implied representations or warranties about such Third Party Goods and Resources, including without limitation the security of any Materials, or the accuracy, relevance, timeliness, completeness, or appropriateness for a particular purpose of the information or the resources contained on or made available by such Third Party Goods and Resources or any other websites. Knapp reserves the right to terminate such links or such access at any time. The fact that Knapp offers such links or access should not be construed in any way as an endorsement, authorization, or sponsorship of such Third Party Goods and Resources, or any content made available thereby. Because some Third Party Goods and Resources employ automated search results or otherwise link you to Third Party Goods and Resources containing information that may be deemed inappropriate or offensive, Knapp cannot be held responsible for the accuracy, copyright compliance, legality, or decency of material contained in or made available by Third Party Goods and Resources, including circular ads available online, and you hereby irrevocably waive any claim against Knapp with respect to such Third Party Goods and Resources. Your use of any Third Party Goods and Resources is subject to the Third Party's terms, conditions and policies applicable to such products, services or materials (such as Terms of Service or Privacy Policies of the providers of such products, services or materials). Knapp is not responsible for the privacy and security of any information you share with that Third Party, including your credit card or payment information. When you elect to receive these services from a Third Party, you agree to hold that Third Party responsible for any unauthorized use or disclosure of your personal information.

## **XV. TERMINATION. REFUND POLICY**

This Agreement is effective until terminated by either party. If you no longer agree to be bound by this Agreement, you must cease your use of the Service. Your use of the Service is at your sole risk. If you are dissatisfied with the Service, its content, or any of the terms, conditions, and policies of this Agreement, your sole and exclusive legal remedy is to discontinue using the Service.

If you breach any provision of this Agreement, then you may no longer use the Service.

Knapp may at any time and for any reason, with or without cause, and in their sole discretion, immediately: (i) suspend or terminate (in whole or in part) your authorization to use the Service and any membership and account you may have; (ii) suspend or terminate and permanently delete and destroy any user ID, password, URL, IP address or domain name; (iii) remove from the Service and

permanently delete and destroy any Materials (or any components thereof) that you or others may have posted or submitted to the Service (and for purposes of this Agreement, "posted" and "submitted" includes transmission on or through the Internet and in hardcopy format through facsimile or post) for any reason or no reason; (iv) restrict access to the Materials posted or submitted to the Service and to any account you may have; and (v) prohibit you from any future use of the Service; all without any prior notice or liability to you or any other person.

If this Agreement is terminated for any reason, then: (a) this Agreement will continue to apply and be binding upon you in respect of your prior use of the Service (and any unauthorized further use of the Service), including payment of any charges accrued in connection with use of the Service and your indemnification obligations; (b) Knapp may immediately remove from the Service and permanently delete and destroy any Materials that you or others may have posted or submitted to the Service without any prior notice or liability to you or any other person; (c) any fees and charges previously paid by you for unused services will not be refunded; and (d) any rights or licenses granted to us under this Agreement will survive such termination.

Medications may not be returned for refund after delivery. Knapp is not liable for any products damaged or lost during shipping. If you received your order damaged, please contact the shipment carrier to file a claim.

## **XVI. APPLICABLE LAW. DISPUTE RESOLUTION**

This Agreement, your use of the Service, all transactions through the Service, and all related matters, regardless of your location, are governed solely by, and construed solely in accordance with, the laws of the State of New York, excluding any rules of private international law or the conflict of laws which would lead to the application of any other laws.

You agree that all legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement shall be commenced exclusively in the state and federal courts of the State of New York, New York County. Each party (you and Knapp) hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts of the State of New York, New York County for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is improper or inconvenient venue for such proceeding. Each party (you and Knapp) hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. The parties (you and Knapp) hereby waive all rights to a trial by jury. If either party shall commence an action or proceeding to enforce any provisions of the Agreement, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its reasonable attorneys' fees and other costs and expenses reasonably incurred in connection with the investigation, preparation and prosecution of such action or proceeding.

## **XVII. COPYRIGHT INFRINGEMENT CLAIMS**

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on the Service infringe your rights under U.S. copyright law, you may send to Knapp a written notice by mail, e-mail or fax, requesting that Knapp remove such material or block access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send to Knapp a counter-notice. Notices and counter-notices must be sent in writing and meet the then-current statutory requirements imposed by the DMCA (see <http://www.copyright.gov> for details), which, with respect to notices of infringement, currently include, among other requirements, the following:

- Sufficient information identifying the copyrighted work(s) believed to be infringed;
- Sufficient information identifying the allegedly infringing material(s) and the location of such material(s) in order to permit Knapp to locate such material(s);



- A statement from the owner (or the owner's authorized representative) of the copyrighted work(s) believed to be infringed that such owner or authorized representative has a good faith belief that the allegedly infringing materials are used in a manner not authorized by the copyright owner, its agent, or the law;
- Contact information for the complaining party, including a mailing address, a telephone number and an email address;
- A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on the copyright owner's behalf;
- A signature or the electronic equivalent from the owner (or the owner's authorized representative) of the copyrighted work(s) believed to be infringed.

Notices and counter-notices must be sent in writing to Knapp as follows:

**Mail:** Knapp Nutritional & Pharmacy, Inc., 2310 Knapp Street, Brooklyn, NY, U.S., 11229 - 5927

**Email:** [info@knapprx.com](mailto:info@knapprx.com)

**Fax:** 718-513-6179

### **XVIII.MISCELLANEOUS**

In addition to the rights and privileges described in the terms, conditions, and policies outlined above, we further reserve the right to elect to electronically monitor areas of the Service and may disclose any content, records, or electronic communication of any kind if required to do so by any law, regulation, or government request, if such disclosure is necessary or appropriate to operate the Service, or to protect our rights or property, or the rights of the users, partners, affiliates, sponsors, providers, licensors, or merchants. If alerted to allegedly infringing, defamatory, damaging, illegal, or offensive content, we may investigate the allegation and determine in our sole discretion whether to remove or request the removal of such content from the Service.

We control the Service from our corporate offices within the United States of America, and the Service is not intended to subject Knapp to any non-U.S. jurisdiction or law. By accessing and using the Service you agree that such access and use is subject to the terms, conditions, and policies of this Agreement as well as applicable laws. Our failure to insist upon strict performance of any provision of this Agreement shall not be construed as an implicit waiver of any provision or right.

If any part of this Agreement is ruled to be unenforceable, then such part shall be severed, with the remainder of the Agreement remaining in full force and effect. This Agreement constitutes the entire agreement between you and Knapp governing your use of the Service.

Neither this Agreement, nor any content, materials or features of the Service create any partnership, joint venture, employment, or other agency relationship between you and Knapp. You may not enter into any contract on behalf of Knapp or bind Knapp in any way.

You may not assign any of your rights under this Agreement, and any such attempt will be null and void. Knapp may, in its sole discretion, assign or transfer, without further consent or notification, this Agreement or any or all of the contractual rights and obligations pursuant to this Agreement, in whole or in part, to any affiliate of Knapp or to a third party in the event that some or all of the business of Knapp is transferred to such other third party by way of merger, sale of its assets or otherwise.

We hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors.

If you have a question or complaint regarding the Service, please contact us as follows:

**Mail:** Knapp Nutritional & Pharmacy, Inc., 2310 Knapp Street, Brooklyn, NY, U.S., 11229 - 5927

**Email:** [info@knapprx.com](mailto:info@knapprx.com)

**Fax:** 718-513-6179