

ALKAVIVA TERMS OF USE

TERMS OF USE AND LEGAL RESTRICTIONS

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Information and statements regarding dietary supplements have not been evaluated by the Food and Drug Administration and the products on the Site are not intended to diagnose, treat, cure or prevent any disease. Information on the Site is provided for informational purposes only and is not meant to substitute for the advice provided by your own physician or other medical professional. You should not use the information contained herein for diagnosing or treating a health problem or disease, or prescribing any medication. You should read carefully all product packaging. If you have or suspect that you have a medical problem, promptly contact your health care provider.

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The Site and information, features and services available through the Site may be referred to herein collectively as the Service. Unless explicitly stated otherwise, any new features or services that augment or enhance the Service in the future shall be considered part of the Service and subject to these TOU. The Service is provided primarily for informational purposes, and is not guaranteed. We shall not be responsible or liable for the accuracy, completeness, usefulness or availability of any information or other content, data, text, URLs, graphics, advertising or any other materials (collectively, “the Content”) transmitted or made available via the Service. We shall not be responsible or liable for any decisions made in reliance on such information.

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REGISTRATION

You may be required to register for and create an account with the Service in order to access certain information and features offered through the Service. As part of the registration and account creation process, you will select a password and provide us with certain registration information. You are solely responsible for maintaining the confidentiality of your password(s) and for all usage or activity on your account, including the use of your account by any person using your password(s). If you choose to register with the Service or otherwise provide personal or other information to the Service, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form or other areas of the Service, and (b) maintain and promptly update such information to keep it true, accurate, current and complete. If you provide any information to us that is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

PRIVACY POLICY

Any personal or other information you provide to us is subject to our Privacy Policy. For more information, [view our full Privacy Policy](#).

THIRD PARTY WEB SITES

The Site may provide links to Web sites or resources outside of the Site. Because we have no control over external sites and resources, you acknowledge and agree that we are not responsible for the availability of such sites or resources, and do not endorse and are not responsible or liable for any Content, advertising, goods, services or other materials on, available through or provided by such sites or resources. Your correspondence or business dealings with, or participation in promotions of, any Web sites that you find or link to through the Site, including payment and delivery of related

goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such Web sites. You agree that we shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of links to such Web sites.

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The Site may provide you with an opportunity to communicate with us. Any communication, whether it be suggestions, ideas, concepts, graphics, photography, images, sounds, text, know-how or other material you do transmit to AlkaViva through the Site or otherwise will be considered as non-confidential and non-proprietary ("Communications"). AlkaViva will have no obligation with respect to Communications. Any Content you transmit to or post on the Site may be used or published by us or our designees for any purpose including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting in any media throughout the world and in perpetuity without restriction or payment of compensation to you. Furthermore, we are free to use any ideas, concepts, know-how, or techniques contained in any communication you send to the Site for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products using such information.

In the event that AlkaViva may allow for discussions, chats, postings, transmissions, bulletin board and the like on the Site, AlkaViva is under no obligation to monitor or review such transmitted information and assumes no responsibility or liability arising from the content of any such transmissions nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger or inaccuracy of any such information.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Site, you represent and warrant to AlkaViva that you will not use the Site or any Materials for any purpose that is unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic or profane material, or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability or otherwise violate any law. AlkaViva will fully cooperate with any law enforcement authorities or court order requesting or directing AlkaViva to disclose the identity of anyone posting any such information or materials. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any Materials or information through any means not intentionally made available or provided for through the Site. It is up to you to take precautions to ensure that whatever Materials you select

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In no event will AlkaViva, its suppliers, or other third parties mentioned at this site be liable for any damages whatsoever. You expressly understand and agree that we shall not be liable for any direct, indirect, incidental, special, consequential, punitive, exemplary or any other damages whatsoever, including but not limited to, damages for loss of profits, goodwill, use, data or business interruption or other intangible losses

(even if we have been advised of the possibility of such damages), resulting from (i) the use or the inability to use the Service or any product obtained through the Service; (ii) unauthorized access to or alteration of your transmissions or data; (iii) statements or conduct of any third party on the Service; or (iv) any other matter relating to the Service.

If your use of the Materials or information from the Site results in the need for servicing, repair or correction of equipment or data, you assume all costs thereof. If any part of these TOU is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these TOU shall continue in effect.

EXCLUSIONS AND LIMITATIONS

Some jurisdictions do not allow the exclusion of certain warranties of the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

NOTICE/MODIFICATION OF THESE TOU

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

TERMINATION

We reserve the right, in our sole discretion, immediately and without notice to suspend these TOU, your account (if you have registered) and/or your ability to access any and all AlkaViva Web Sites, and the related services or any portion thereof at any time. If you post images or Content to the Site that infringe the copyright of any third party, such conduct shall be grounds for immediate termination of your account.

INDEMNITY

You agree to indemnify, defend, and hold harmless AlkaViva, its officers, directors, employees, agents, licensors, subsidiaries, representatives, distributors, and suppliers (collectively the "Provider") from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these terms and conditions or any activity related to your Internet account (including negligent or

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property rights to the fullest extent of the law, including the seeking of criminal prosecution. These TOU set forth the entire understanding and agreement between you and AlkaViva with respect to the Site. You acknowledge that any other agreements between you and AlkaViva with respect to the Site are superseded and of no force or effect.

REVISIONS

AlkaViva may revise these TOU at any time by updating this posting. You should visit this page from time to time to review the then-current TOU because they are binding on you. Certain provisions of these TOU may be superseded by expressly designated legal notices or terms located on particular pages at this Site.

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