

# Terms of Use and Disclaimer

## Acceptance of Contract Terms

The following ("Contract Terms") are terms of a legal agreement between you and Green Pharm. ("greenpharmus.com"). By accessing, browsing and/or using this site ("Site"), you acknowledge that you have read, understood, and agree, to be bound by these terms and to comply with all applicable laws and regulations, including U.S. export and re-export control laws and regulations. If you do not agree to these terms, do not use this Site. The material provided on this Site is protected by law, including, but not limited to, United States Copyright Law and international treaties. This Site is controlled and operated by Green Pharm from its offices within the United States. Green Pharm makes no representation that materials in the Site are appropriate or available for use in other locations, and access to them from territories where their contents are illegal is prohibited. Those who choose to access this Site from other locations do so on their own initiative and are responsible for compliance with applicable local laws.

Any claim relating to, and the use of, this Site and the materials contained herein is governed by the laws of the State of New York.

**YOU SHOULD ALWAYS SPEAK WITH A HEALTHCARE PROFESSIONAL BEFORE TAKING ANY DIETARY, NUTRITIONAL, HERBAL OR HOMEOPATHIC SUPPLEMENT.** Green Pharm does not warrant and shall have no liability for information provided in this site regarding recommendations concerning supplements for any and all health purposes. This information is provided solely as a guideline to be used when discussing a program with a healthcare professional. The claims made about specific nutrients or products have not been evaluated by the Food and Drug Administration. Dietary supplements are not intended to diagnose, treat, cure or prevent disease. Please consult with a healthcare professional before starting any diet, exercise or supplementation program. Green Pharm makes no 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.

The information contained in this online site (the "Service") is presented in summary form only and intended to provide broad consumer understanding and knowledge of health care topics. The information should not be considered complete and should not be used in place of a visit, call, consultation or advice of your physician or other health care provider. The Service does not recommend the self-management of health problems. Information obtained by using the Service is not exhaustive and does not cover all diseases, ailments, physical conditions or their treatment. Should you have any health care-related questions, please call or see your physician or other health care provider promptly. You should never disregard medical advice or delay in seeking it because of something you have read here.

The information is compiled from a variety of sources ("Information Providers"). Neither Green Pharm, nor any Information Provider shall be responsible for information provided herein under any theory of liability or indemnity. Liability of Green Pharm or Information Providers, if any, for damages (including, without limitation, liability arising out of contract, negligence, strict liability, tort or patent or copyright infringement) shall not exceed the fees paid by the user for the particular information or service provided. In no event shall Green Pharm or any Information Provider be liable for any damages other than the amount referred to above, and all other damages, direct or indirect, special, incidental, consequential or punitive, are hereby excluded even if Green Pharm or Information Provider has been advised of the possibility of such damages.

Information accessed through this online site is provided "AS IS" and without warranty, express or implied. All implied warranties of merchantability and fitness for a particular use or purpose are hereby excluded. Green Pharm and Information Providers make no warranty as to the reliability, accuracy, timeliness, usefulness or completeness of the information. Green Pharm and Information Providers cannot and do not warrant against human and machine errors, omissions, delays, interruptions or losses, including loss of data. Green Pharm is not responsible for updating information contained here, which may be rendered obsolete based upon subsequent medical developments.

The information contained in this online site (the "Service") is presented in summary form only and intended to provide broad consumer understanding and knowledge of health care topics. The information should not be considered complete and should not be used in place of a visit, call, consultation or advice of your physician or other health care provider. The Service does not recommend the self-management of health problems. Information obtained by using the Service is not exhaustive and does not cover all diseases, ailments, physical conditions or their treatment. Should you have any health care-related questions, please call or see your physician or other health care provider promptly. You should never disregard medical advice or delay in seeking it because of something you have read here. If you are under medical care or taking prescriptions, you should consult with your physician as to the impact of Green Pharm products on your health.

The Service is an online information and communications service provided by Green Pharm, subject to your compliance with the terms and conditions set forth below, including all exhibits hereto and the other information which is available in the registration process and on the Service ("Information") and incorporated by reference in this Agreement. This Agreement consists of the Disclaimer set forth above and the terms and conditions set forth below, including all exhibits hereto and the Information. **PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE SERVICE. BY ACCESSING OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW AND THE DISCLAIMER AND CONTRACT TERMS SET FORTH ABOVE. IF YOU ARE NOT WILLING TO BE BOUND BY THESE TERMS AND CONDITIONS AND DISCLAIMER, YOU MAY NOT ACCESS OR USE THE SERVICE. GREEN PHARM MAY MODIFY THIS AGREEMENT AT ANY TIME, AND SUCH MODIFICATIONS SHALL BE**

**EFFECTIVE IMMEDIATELY UPON EITHER POSTING OF THE MODIFIED AGREEMENT OR NOTIFYING YOU. YOU AGREE TO REVIEW THE AGREEMENT PERIODICALLY TO BE AWARE OF SUCH MODIFICATIONS AND YOUR CONTINUED ACCESS OR USE OF THE SERVICES SHALL BE DEEMED YOUR CONCLUSIVE ACCEPTANCE OF THE MODIFIED AGREEMENT.**

**1. Software License.** By this Agreement, Green Pharm grants to you, subject to the terms of this Agreement, a non-transferable and non-exclusive license to use for your personal use only any software and documentation, together with all updates, enhancements, modifications, and fixes thereto, which are owned by Green Pharm and/or its Licensors. Green Pharm has no obligation to update or modify any of the foregoing.

**2. Equipment.** You must provide, at your own cost, all telephone and other equipment and services (including where necessary, telephone service and internet access service) necessary to access the Service.

**3. Copyright, Licenses, Use Restrictions and Idea Submissions.** The copyright in all material provided on this Site is held by Green Pharm or by the original creator of the material. Except as stated herein, none of the material may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of Green Pharm or the copyright owner. Permission is granted to display, copy, distribute and download the materials on this Site for personal, non-commercial use only, provided you do not modify the materials and that you retain all copyright and other proprietary notices contained in the materials. This permission terminates automatically if you breach any of these terms or conditions. Upon termination, you must immediately destroy any downloaded and printed materials. You also may not, without Green Pharm's permission, "mirror" any material contained on this Site on any other server. Any unauthorized use of any material contained on this Site may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

You agree to grant to Green Pharm a non-exclusive, worldwide, royalty-free, perpetual license, with the right to sublicense, to reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform any materials and other information (including, without limitation, ideas contained therein for new or improved products or services) you submit to public areas of the Service (such as bulletin boards, forums and chat rooms) by all means and in any media now known or hereafter developed. You agree that you shall have no recourse against Green Pharm for any alleged or actual infringement or misappropriation of any proprietary right in your communication to us.

**4. Social Media.** Green Pharm maintains and interacts with various Social Media sites. These social media sites include but are not limited to various blogs, bulletin boards, networks, multi-media and news media sites or other user generated content sites ("Green Pharm Social Media Sites"). By accessing, viewing and/or posting any content

to any Green Pharm Social Media Site on the internet, you accept, without limitation or qualification, the complete terms of use for those sites.

You agree that you are at least 18 years old and will not: violate any local, state, federal and international laws and regulations, transmit any material that is unlawful, disruptive, threatening, profane, abusive, or otherwise objectionable, transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation.

Green Pharm is not responsible for the comments and postings therein and reserves the right to monitor, prohibit, restrict, block, suspend, terminate, delete, or discontinue your access to any Social Media Site, at any time, without notice and for any reason and in its sole discretion.

**5. Review.** GREEN PHARM DOES NOT AND CANNOT REVIEW ALL COMMUNICATIONS AND MATERIALS POSTED OR UPLOADED TO THE SERVICE AND; IS NOT RESPONSIBLE FOR THE CONTENT OF THESE COMMUNICATIONS AND MATERIALS. HOWEVER, GREENPHARMUS.COM RESERVES THE RIGHT TO BLOCK OR REMOVE COMMUNICATIONS OR MATERIALS THAT IT DETERMINES TO BE (A) ABUSIVE, DEFAMATORY, OR OBSCENE, (B) FRAUDULENT, DECEPTIVE, OR MISLEADING, (C) IN VIOLATION OF A COPYRIGHT, TRADEMARK OR; OTHER INTELLECTUAL PROPERTY RIGHT OF ANOTHER OR (D) OFFENSIVE OR OTHERWISE UNACCEPTABLE TO GREENPHARMUS.COM AT ITS SOLE DISCRETION. ANY MESSAGES, ADVICE, OPINIONS OR OTHER INFORMATION CONTAINED IN ANY DISCUSSION AREA SHOULD NOT BE CONSTRUED AS PROFESSIONAL ADVICE OR INSTRUCTION.

**6. Indemnification.** You agree to indemnify, defend and hold harmless Green Pharm, its officers, directors, employees, agents, licensors, suppliers and Licensors (collectively the "Service Providers") from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Agreement or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the Service using your service account.

**7. Third Party Rights.** The provisions of paragraph 6 (Indemnification) are for the benefit of greenpharmus.com and its officers, directors, employees, agents, licensors, suppliers, and Licensors. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

**8. Term; Termination.** This Agreement shall commence upon your accessing the Service and/or completing the registration process. This Agreement may be terminated by Green Pharm without notice at any time for any reason and may be terminated by you upon notice to Green Pharm at any time for any reason. The provisions of paragraphs 3 (Copyright, License, Use Restrictions and Idea Submission), 6 (Indemnification), 7(Third Party Rights) and 9 (Miscellaneous) shall survive any termination of this Agreement.

**9. Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York. You agree that any legal action or proceeding between Green Pharm and you for any purpose concerning this Agreement or the parties' obligations hereunder shall be brought exclusively in a court of competent jurisdiction sitting in Sangamon County, Illinois. You hereby waive your right to a jury trial in any action with respect to the subject matter of this Agreement. Any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises. Green Pharm's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. Green Pharm may assign its rights and duties under this Agreement to any party at any time without notice to you.

**10. Notice.** Green Pharm may deliver notice to you under this Agreement by means of electronic mail, a general notice on the Service, or by written communication delivered by first class U.S. mail to your address on record in Green Pharm's account information. You may give notice to Green Pharm at any time by letter delivered by certified first class postage prepaid U.S. mail or overnight courier to the following address:

Green Pharm  
400 Oser Ave  
Hauppauge, NY 11788  
Attn: Customer Service