

[APPLICATION NAME]
ONLINE USER TERMS AND CONDITIONS

IN CASE OF A MEDICAL EMERGENCY, PLEASE PROMPTLY SEEK IN-PERSON EMERGENCY CARE OR CALL 911. THE SERVICE MAY NOT BE SUITABLE FOR ANY OR ALL MEDICAL CONDITIONS OR CONCERNS. THIS AGREEMENT IS SUBJECT TO MODIFICATION AS OUTLINED HEREIN.

BY CLICKING “I AGREE,” SELECTING A RELEVANT BOX TO INDICATE YOUR ACCEPTANCE, EMPLOYING ANY OTHER ACCEPTANCE METHOD PROVIDED THROUGH THE SERVICE (AS DEFINED BELOW), OR OTHERWISE CONFIRMING YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS, YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED, ACCEPTED, AND CONSENTED TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT CONSENT TO THESE TERMS AND CONDITIONS, REFRAIN FROM CREATING AN ACCOUNT OR USING THE SERVICE. BY DOING SO, YOU HEREBY AUTHORIZE ANY PARTY WHO CLICKS THE “I AGREE” BUTTON OR OTHERWISE SIGNIFIES ACCEPTANCE OF THESE TERMS AND CONDITIONS ON YOUR BEHALF.

ARBITRATION NOTICE: IF YOU DO NOT OPT OUT OF ARBITRATION AS OUTLINED IN THESE TERMS AND CONDITIONS, YOU CONSENT TO RESOLVING DISPUTES BETWEEN YOU AND US, OR YOU AND THE SERVICE PROVIDERS RELATED TO THESE TERMS AND CONDITIONS OR THE SERVICE THROUGH BINDING, INDIVIDUAL ARBITRATION. BY AGREEING TO THIS, YOU RELINQUISH YOUR RIGHTS TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION, AS DETAILED FURTHER BELOW. WE PROVIDE INFORMATION ON EXCEPTIONS AND HOW TO OPT OUT OF ARBITRATION BELOW.

[MERCOLA ENTITY] and/or its affiliates or subsidiaries (referred to collectively as “Mercola” “we,” or “us”) are the proprietors and operators of the websites located at [WEBSITE]. We may have previously, currently, or in the future, owned and/or operated a mobile application under the name [APP NAME] (collectively known as the “Platform”). Your access and utilization of the Platform, any of its components, or anything associated with it, including its content (“Content”), any products or services offered through the Platform or otherwise by Mercola, and any related website, software, or application owned or managed by Mercola (collectively encompassing the Platform and the Content, referred to as the “Service”), are governed by these Terms and Conditions (“Terms and Conditions” or “Agreement”).

Please review this Agreement thoroughly as it outlines important terms relevant to your use of the Service. Throughout this Agreement, the terms “you” and “yours” pertain to the individual utilizing the Service. It’s important to note that the Service is not intended for individuals under the age of eighteen (18), and such individuals are expressly prohibited from using any aspect of the Service or entering into this Agreement, even with parental or legal guardian consent. If you are a parent or legal guardian of an individual under the age of eighteen (18) whom you suspect has utilized the Service without your consent, please contact us at [CONTACT EMAIL ADDRESS].

Agreement to Terms and Conditions

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MERCOLA HEALTH COACH APP TERMS AND CONDITIONS

Your utilization of the Service is contingent upon acceptance of this Agreement, in addition to compliance with all pertinent laws and regulations. If you do not consent to and accept this Agreement in its entirety, you are strictly prohibited from accessing, registering with, or using the Service, including any information or Content provided through it, except as necessary to review this Agreement. The Service undergoes continuous development, and we retain the right to amend or eliminate any portion of this Agreement or the Service at our sole discretion, without prior notification. Any modifications to this Agreement take effect upon their posting on the Platform. Unless specified otherwise, any new Content incorporated into the Service is also bound by this Agreement upon its posting on the Platform. Should you disagree with this Agreement or any of its terms and conditions, your sole recourse is to cease using the Service. Your continued use following the posting of any changes to this Agreement signifies your acceptance of the modified Agreement.

Your Relationship with Mercola

We offer certain products and services to individuals who register as users of the Service (“Users”), either directly provided by Mercola or by third-party service providers or other vendors through our Service (each a “Service Provider”). Through our Service, Users gain access to health and wellness coaching services. By accepting this Agreement, you acknowledge and agree that any services received from the Service Providers through the Platform are also governed by this Agreement, and that the Service Providers are third-party beneficiaries of this Agreement.

We do not dictate, control or interfere with the provision of health and wellness coaching services by the Service Providers. Each of them is solely responsible for the services they provide to you through the Service. By agreeing to this Agreement, you acknowledge and agree that Mercola and the Service Providers are not acting as a healthcare provider in providing services to you through the Service. By utilizing the Service, you are not establishing a doctor-patient or any other healthcare provider-patient relationship with Mercola or a Service Provider.

By accepting this Agreement, you acknowledge and agree that the Service Providers may communicate with you through the Service regarding your diagnosis and/or treatment. You understand and agree that Mercola is not accountable for the security or privacy of the communication services you utilize to receive these messages. It is your responsibility to monitor and respond to these messages, and neither Mercola nor any Service Provider will be liable for any loss, injury, or claims resulting from your failure to read or respond to these messages or to comply with any treatment recommendations or instructions from Provider(s).

Although you are not establishing a doctor-patient or other healthcare provider-patient relationship with Mercola, you are establishing a direct customer relationship with Mercola for using the Service, including purchasing any non-prescription products or non-medical services sold directly to you through the Service. In this context, you may provide us, or cause to be provided on your behalf, personal information, including health information, subject to our use in accordance with our Privacy Policy. Please refer to the “[Privacy Policy](#)” section and the “Protected Information” section below for further details.

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Notice Regarding Your Financial Responsibility for Services

Mercola and the Service Providers are not enrolled with, and do not participate as providers in, any federal or state healthcare programs (such as Medicare or Medicaid) or any third-party private health insurance plans for the provision of healthcare services or supplies. Therefore, neither you nor Mercola or the Medical Groups may receive payment from such programs for the services or products provided to you by Mercola or the Service Providers. Additionally, services of the type being provided through the Service are typically excluded from being covered benefits under these programs. By opting to use the Service, you are specifically choosing to obtain products and services on a cash basis outside of any federal or state healthcare program or any other third-party private health insurance plan. Consequently, you are solely responsible for the costs of any service or product provided to you.

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By agreeing to use the Service, you acknowledge and agree that:

1. You are explicitly opting to obtain products and services on a cash basis outside of any federal or state healthcare program or any other third-party private health insurance plan, and you agree to bear sole financial responsibility for all services or products provided to you by or through the Service.
2. Neither you nor Mercola or the Service Providers will submit a claim for reimbursement to any federal or state healthcare program or any other third-party private health insurance plan for the costs of the services and products provided to you through the Service.

Subscription Products and Services

Certain products and services offered for purchase through the Service may necessitate acquiring the product and/or service on an automatically renewing subscription basis. With subscription-based products and services, your payment method will be automatically charged at regular intervals as specified for that product or service during the checkout process until you opt to cancel your subscription. We and/or the Service Providers may, at our discretion, reach out to you periodically via the Service to request updates to your information and facilitate ongoing subscriptions. You reserve the right to cancel a subscription at any time up to forty-eight (48) hours before the scheduled renewal processing date of your subscription through the Service, by directly contacting [CONTACT EMAIL ADDRESS/PHONE] to request cancellation, or through your online account. Cancellation will become effective at the conclusion of the current subscription period. Refunds are not provided for partially utilized subscription periods, though we may consider issuing refunds on a case-by-case basis at our sole discretion. Additionally, we may offer you the option to temporarily pause your subscription for a specified duration. If you do not cancel before the end of the pause period, automatic charging to your payment method will resume.

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Limited Use and Availability

Our Service is presently accessible solely to individuals located in states where we offer the Service, who are either eighteen (18) years of age or older, or have reached the age of majority in

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their jurisdiction of residence, if it exceeds eighteen (18), and who have acknowledged and accepted this Agreement. By visiting, accessing, registering with, or utilizing the Service, you affirm and warrant that you (a) are at least eighteen (18) years of age or older, or have attained the age of majority in your jurisdiction of residence, if it surpasses eighteen (18), (b) affirm that when using the Service for consultation with a Provider, you are situated in the same state as the shipping address specified in your account at the time of the consultation, (c) undertake to comply with all relevant laws while accessing, registering with, or utilizing the Service, and (d) agree to employ the Service solely for lawful purposes. Our Service is subject to state regulations and may evolve periodically in response to changes in applicable regulatory standards.

Certain products accessible through the Service are subject to additional age restrictions, and not all products or services are available to individuals of all age groups.

Privacy Policy

Recognizing the significance of confidentiality and privacy concerning your personal data, Mercola is committed to safeguarding it. Please refer to our [Privacy Policy](#) for details on the collection, utilization, and disclosure of your personal information.

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Protected Health Information

Upon creating an account with Mercola, you establish a direct customer relationship with us, granting access to various functionalities of the Service as a user. Within this relationship, you furnish information to Mercola, encompassing details like your name, email address, shipping address, and phone number, subject to collection, utilization, and disclosure in accordance with our Privacy Policy. Notably, such information is not classified as “health” or “medical” information.

However, in utilizing specific features of the Service, you may also provide medical information that could be safeguarded under pertinent laws. It is essential to note that Mercola does not qualify as a “covered entity” under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). While one or more of Service Providers may be classified as “covered entities” or “business associates” under HIPAA, Mercola may, in certain cases, operate as a “business associate” of these entities. HIPAA applicability is contingent upon various factors, and it may not govern transactions or communications with Mercola or the Service Providers, despite the presence of health information.

Should Mercola be designated as a “business associate,” it may be subject to specific HIPAA provisions concerning “protected health information” (PHI) provided to the Service Providers. Moreover, any medical or health information qualifying as Protected Information under state laws will be handled in compliance with such regulations. However, non-Protected Information may be utilized or disclosed as permitted under our Privacy Policy. It’s important to note that Protected Information excludes data that has been de-identified pursuant to HIPAA.

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If applicable, the Service Providers have adopted a Notice of Privacy Practices outlining the use and disclosure of Protected Information. By accessing or using any part of the Service, you acknowledge receipt of the Notice of Privacy Practices from your Service Provider(s).

By utilizing the Service, you consent that even if HIPAA applies to Mercola or the Service Providers, any information submitted to Mercola is not considered Protected Information. Such information will only be subject to our Privacy Policy and relevant state laws governing its privacy and security.

Account Registration, User Accounts, Passwords, and Security

To access the Service, you are required to register and establish an account within the Platform. The Service is exclusively accessible to Users who have completed registration and have been furnished with accounts comprising usernames and passwords. It is important to clarify that the information provided to Mercola during registration and account setup on the Platform, such as name, username, email address, shipping address, and phone number, does not fall under the category of Protected Information as outlined in the section on Protected Health Information above.

You commit to maintaining the accuracy and currency of any information provided to Mercola or the Service Providers. Failure to uphold the accuracy or completeness of this information, or if we have reasonable grounds to suspect such inaccuracies, grants us the right to suspend or terminate your account and access to the Service. Additionally, you agree to promptly inform Mercola of any unauthorized use of your username, password, or any other security breach related to the Service by contacting Mercola via email at **[CONTACT EMAIL ADDRESS]**. Furthermore, you agree to maintain the confidentiality of your username and password, and to log out from your User account at the conclusion of each session. Mercola explicitly disclaims liability for any losses or damages incurred due to your non-compliance with this provision. Under no circumstances may you utilize someone else's account.

You are required to exercise caution, prudence, and discretion when utilizing the Service. Any attempt to breach or compromise the security of the Service is strictly prohibited. Violations of this policy may lead to criminal and/or civil penalties being imposed against you. Mercola reserves the right to investigate any alleged or suspected violations, and if criminal activity is suspected, Mercola may collaborate with law enforcement authorities in their inquiries.

Usage and Ownership of the Service

The Service and the information and Content accessible through it are safeguarded by copyright laws worldwide. In accordance with this Agreement, Mercola grants you a limited, non-transferable, and revocable license to access and utilize the Service for personal purposes. Unless expressly stated otherwise by Mercola in a separate license, your usage of any aspect of the Service or its Content is bound by this Agreement, with all rights to the Service and Content reserved by Mercola. You acknowledge that Mercola and its suppliers hold all rights, title, and interest in the Service, encompassing various elements such as computer code, themes, imagery, product descriptions, blog entries, artistic works, multimedia effects, operational methodologies, moral

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rights, and instructional materials. It is prohibited to remove, modify, or conceal any copyright, trademark, service mark, or other proprietary notices embedded within or accompanying the Service. The stylized name of Mercola and associated graphics, logos, service marks, and trade names used in conjunction with the Service are trademarks owned by Mercola and may not be utilized without authorization, including in relation to any third-party products or services. Any other trademarks, service marks, and trade names visible within the Service remain the property of their respective owners.

License for Information Submitted via the Service

With regard to any limitations on Protected Information outlined below, any information you transmit to Mercola through the Service, whether through direct input, submission, email, or other means, including data, queries, remarks, forum interactions, or proposals (collectively referred to as “Submissions”), will be regarded as non-confidential and non-proprietary to the extent permitted by applicable law. Subject to any applicable account settings you select, you grant Mercola a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right (including moral rights) and license to utilize, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display Submissions (in whole or in part) for the purpose of operating and providing the Service to you and our other users. You warrant that any holder of worldwide intellectual property rights, including moral rights, in Submissions has completely and effectively waived all such rights and has validly and irrevocably granted you the right to provide the above-mentioned license. You acknowledge that you, not Mercola, are accountable for all Submissions you provide to the Service. Additionally, Mercola reserves the right, at its sole discretion, to edit, duplicate, or modify the Submission in any manner deemed necessary or desirable by Mercola, and you irrevocably waive any moral rights you may have in the Submission. You also agree that you have no right of approval and no entitlement to compensation in connection with the Submission. If a Submission contains Protected Information, Mercola’s rights under this section concerning the use or disclosure of such Protected Information will be restricted as required by applicable law.

Prohibited Use

You are strictly prohibited from engaging in or attempting any of the following activities while using the Service: (i) engaging in unlawful, unauthorized, fraudulent, or malicious conduct (ii) causing damage, disruption, overload, or impairment to any server or network connected to the Service (iii) interfering with others’ use of the Service (iv) gaining unauthorized access to accounts, computer systems, or networks through hacking or other means (v) accessing systems or information not intended for user access (vi) obtaining materials or information through unauthorized means (vii) reverse engineering, disassembling, or decompiling any aspect of the Service or (viii) using the Service for any purpose other than its intended business purpose.

Additionally, in using the Service, you agree not to: (a) transmit unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, or otherwise inappropriate content (b) create false identities or misleading accounts (c) upload material that violates intellectual property rights or confidentiality agreements (d) transmit malware or harmful software (e) remove legal notices or

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attributions from uploaded content (f) misuse communication features to disrupt others' use (g) send unsolicited commercial messages or spam (h) violate any laws (i) infringe on intellectual property rights (j) delete or alter others' posted content (k) manipulate the Service's display (l) probe or breach security measures (m) register or subscribe others without authorization (n) collect others' information without consent (o) use automated tools to access or copy content or (p) assist or enable others in such activities.

Mercola reserves the right to respond to actual or suspected violations by taking appropriate lawful actions, including suspending or terminating access and accounts. It may also cooperate with legal authorities and third parties in investigations. Except as provided in the Privacy Policy or prohibited by law, Mercola may disclose information as necessary to comply with legal obligations or governmental requests, or to exercise discretion in moderating content on the Service.

Monitoring Rights

Mercola retains the authority to conduct periodic monitoring of the overall usage of the Service at its discretion. It may remove any materials that, in its sole judgment, appear to be unlawful, could expose Mercola to liability, contravene this Agreement, or are deemed by Mercola to be inconsistent with the intended purpose of the Service.

Third-Party Offerings and Services

Services or products offered through the Service by entities other than Mercola, such as the Service Providers (collectively referred to as "Third-Parties"), as well as certain services, devices, items, or products provided by Third-Parties ("Third-Party Offerings"), may be available for purchase. Your engagement with Third-Parties, including the procurement and delivery of goods or services, and any associated terms, conditions, warranties, or representations, solely occur between you and the respective Third-Parties. It is your responsibility to conduct any necessary investigation before engaging in online or offline transactions involving Third-Parties or their Offerings. You are solely liable for using the Service and disclosing personal information, and must exercise caution, discretion, and judgment.

Mercola disclaims any responsibility or liability for losses or damages incurred as a result of using the Service, including Third-Party Offerings, or interacting with Third-Parties. In the event of a dispute with any Third-Party, other User, or entity, you acknowledge that Mercola is not obligated to intervene, and you release and indemnify Mercola Parties, including but not limited to all of their respective contractors, directors, officers, employees, representatives, proprietors, partners, shareholders, servants, principals, agents, predecessors, successors, assigns, accountants, and attorneys from any claims or damages arising from such disputes or Service usage.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY MERCOLA, WOULD HAVE MATERIALLY

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AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Please note that certain Mercola owners and personnel may have financial interests in one or more Third-Parties and may benefit from your engagement with these Third-Parties or the purchase of Third-Party Offerings.

Sales Terms

Availability of products offered by Mercola is subject to change, and we may set quantity limits on orders or reject part or all of an order without prior notice. We reserve the right to correct any errors, including pricing errors, and either adjust your order or cancel it and refund the amount charged. Product prices are subject to change without notice. You are responsible for any applicable taxes, duties, or fees related to your purchases through our Service. We will collect taxes if required by law and provide an estimate at checkout, though actual taxes may vary. We do not collect taxes in all states, so you may need to report and pay taxes directly.

Only authorized payment methods can be used for purchases. By using your chosen payment method, you authorize us to charge the total order amount, including taxes and shipping. If your payment is declined, we will attempt to process it until approved. We may receive updated payment card information from your issuer and use it to update your account details. Your issuer may allow you to opt out of this service. We are not responsible for any fees charged by your bank or card issuer. If a product is unavailable, you will only be charged for the items included in your shipment.

To facilitate transactions, you may need to provide relevant information such as payment card details and shipping address. By submitting this information, you grant us the right to share it with third parties involved in the transaction. Monetary transactions occur through, our third-party payment processor. Additional information about these third parties' policies can be found on their respective websites. Our relationship with these third parties is contractual, and they are not subject to our control or direction.

You are responsible for shipping and handling charges, if applicable, as indicated at the time of purchase. We may adjust these charges, but will notify you of any changes before purchase. Delivery dates provided during checkout are estimates only. Risk of loss or damage to products passes to you upon delivery to our designated carrier.

We address user issues on a case-by-case basis and reserve the right to resolve them at our discretion based on the circumstances.

Termination

Mercola reserves the right to terminate your access to the Service or any of its features or services at any time and for any reason without prior notice. This includes instances such as violations of this Agreement, termination of our agreements with Service Providers, or discontinuation of the Service. Certain provisions of this Agreement, including those pertaining to Service security,

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prohibited activities, copyrights, trademarks, user submissions, disclaimers, liability limitations, arbitration, dispute resolution, indemnity, and jurisdictional matters, will remain in effect even after termination. You agree that upon termination of your use of the Service under this Agreement, you will not attempt to access the Service under any name, real or assumed. Furthermore, you agree to indemnify and hold harmless Mercola from any liability incurred as a result of any violation of this restriction following termination.

Subject to the terms of the Privacy Policy and any legal obligations, we are not obligated to return or provide you or any third party with any content, information provided by you or your Providers, or any other information related to you, whether before or after termination of your use of the Service.

DISCLAIMERS

CONTENT AND INFORMATION PROVIDED ON THE SERVICE BY MERCOLA ARE OFFERED FOR CONVENIENCE PURPOSES ONLY. USERS WHO RELY ON SUCH CONTENT OR INFORMATION DO SO AT THEIR OWN DISCRETION AND ASSUME ALL ASSOCIATED RISKS.

THE SERVICE IS MADE AVAILABLE ON AN “AS IS” OR “AS AVAILABLE” BASIS. ANY USE OF OR ACCESS TO THE SERVICE IS ENTIRELY VOLUNTARY AND AT THE SOLE RISK OF THE USER. MERCOLA, ALONG WITH ANY THIRD PARTIES OFFERING PRODUCTS OR SERVICES THROUGH THE SERVICE, INCLUDING SERVICE PROVIDERS, DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW. THESE DISCLAIMERS INCLUDE, BUT ARE NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE, BOTH REGARDING THE SERVICE AND ANY INFORMATION, CONTENT, PRODUCTS, SERVICES, MERCHANDISE, OR OTHER MATERIALS PROVIDED ON OR THROUGH THE SERVICE OR PLATFORM. UBI MAKES NO WARRANTY OR GUARANTEE REGARDING THE ACCURACY, COMPLETENESS, RELIABILITY, TIMELINESS, OR USEFULNESS OF THE SERVICE. FURTHERMORE, UBI DOES NOT WARRANT THAT THE SERVICE WILL OPERATE WITHOUT DELAYS, INTERRUPTIONS, INTERFERENCE, IMPERFECTIONS, CORRUPTION, CYBER ATTACKS, VIRUSES, MALWARE, OR ANY OTHER ADVERSE INCIDENTS.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MERCOLA SHALL NOT BE LIABLE TO YOU OR ANY OTHER INDIVIDUAL OR ENTITY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL OR BODILY INJURY, EMOTIONAL DISTRESS, WRONGFUL DEATH, LOSS OF DATA, LOST PROFITS, OR DAMAGES ARISING FROM THE USE OF OR INABILITY TO USE THE SERVICE.

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THIS INCLUDES ANY INFORMATION OR CONTENT MADE ACCESSIBLE THROUGH THE SERVICE OR ANY SERVICES RENDERED OR PRODUCTS OFFERED BY THIRD PARTIES, WHETHER ARISING FROM WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF MERCOLA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MERCOLA'S LIABILITY SHALL BE LIMITED TO THE ACTUAL DAMAGES INCURRED BY YOU, NOT EXCEEDING U.S. \$1,000.

ANY CLAIMS ARISING FROM YOUR USE OF THE SERVICE OR CONTENT MUST BE FILED WITHIN ONE (1) YEAR FROM THE DATE OF THE INCIDENT GIVING RISE TO SUCH CLAIM.

SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IF APPLICABLE LAW DOES NOT ALLOW US TO DISCLAIM IMPLIED WARRANTIES OR LIMIT OUR LIABILITY, THE SCOPE AND DURATION OF SUCH WARRANTIES, AND THE EXTENT OF OUR LIABILITY, WILL BE THE MINIMUM PERMITTED BY LAW.

Indemnification

You hereby agree to indemnify, defend, and hold harmless Mercola and any Third Parties providing products or services via the Service, including but not limited to the Service Providers, from and against any and all suits, actions, claims, proceedings, damages, settlements, judgments, injuries, liabilities, obligations, losses, risks, costs, and expenses (including, without limitation, attorneys' fees and litigation expenses) arising from or related to your use of the Service, any fraudulent activities, violations of law, or willful misconduct on your part, any breaches of this Agreement, or any infringement upon the rights of any other individual or entity. We reserve the right to assume control over the defense of any third-party claim for which we are entitled to indemnification, and you agree to cooperate with us as reasonably requested in such matters.

Notices

Mercola may deliver any notices to you regarding the Service or this Agreement through email, a notice posted on the Service, or regular mail, at its sole discretion.

Electronic Communications

By accessing or utilizing the service, or by sending emails or SMS messages to us, any medical Group, or its providers, you are engaging in electronic communication with us, and the Service Providers. You hereby consent to receiving communications from us and the Service Providers electronically. We will communicate with you via email, SMS messaging, or through the Service. You acknowledge and agree that all agreements, notices, disclosures, and other communications provided to you electronically by us meet any legal requirement necessitating written communication. Furthermore, you agree that any notices sent electronically by us are considered

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to have been provided and received on the date we transmit such electronic communication as outlined in this Agreement.

Copyright

Mercola adheres to a policy of terminating the use of the Service by any user who repeatedly infringes on copyright upon receiving prompt notification from the copyright owner or their legal representative. Additionally, if you believe that your work has been copied and posted on the Service in a manner that constitutes copyright infringement, please provide our Copyright Agent with the following details: (1) an electronic or physical signature of the individual authorized to act on behalf of the copyright owner (2) a description of the copyrighted work you claim has been infringed (3) the location on the Service where the allegedly infringing material is located (4) your address, telephone number, and email address (5) a written statement affirming that you have a good faith belief that the disputed use is not authorized by the copyright owner, their agent, or the law and (6) a statement made under penalty of perjury asserting that the information provided in your notice is accurate and that you are either the copyright owner or authorized to act on their behalf. For notices of claims of copyright infringement, please contact Mercola's Copyright Agent at [\[CONTACT EMAIL ADDRESS\]](#).

Entire Agreement

This Agreement, along with any additional agreements that Mercola may publish on the Service or execute with you from time to time, constitutes the entire understanding between Mercola and you concerning your use of the Service. It supersedes any prior agreements between Mercola and you regarding the Service, including previous versions of this Agreement.

Binding Arbitration / Class Waiver

You and we mutually agree that any legal claim, dispute, or controversy arising between you and us, or any of the Service Providers, concerning Mercola, the Platform, the Content, the Service, or any other goods, services, or advertising by Mercola or any associated parties, including controversies regarding the applicability, enforceability, or validity of any provision of this Agreement (collectively referred to as "Disputes"), which is not resolved through an informal dispute resolution conference (as defined and described below), shall be resolved through confidential binding arbitration conducted by one commercial arbitrator from the American Arbitration Association ("AAA"), rather than through litigation in court. The arbitration process will be governed by the AAA's Consumer Arbitration Rules and, if deemed applicable by the arbitrator, the Supplementary Procedures for Consumer-Related Disputes (collectively referred to as "Rules and Procedures"). By agreeing to this, you acknowledge that you are voluntarily waiving your right to a jury trial and to pursue a lawsuit in state or federal court, except as expressly provided herein. For the purposes of this arbitration agreement, "Dispute" also includes disputes arising from facts occurring before the existence of this or any prior versions of the terms and conditions, as well as claims that may arise after the termination of these terms and conditions.

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Should a dispute arise between you and us, we are committed to working with you to reach a reasonable resolution. You and Mercola agree that sincere informal efforts to resolve disputes can lead to a swift, cost-effective, and mutually beneficial outcome. Therefore, before either party commences arbitration against the other (or initiates an action in small claims court, if elected), you and Mercola will engage in a good-faith informal dispute resolution conference telephonically or via video conference to try to resolve any dispute covered by this arbitration agreement. If you are represented by legal counsel, your counsel may participate in the conference, but your participation is also required.

The party initiating a Dispute must provide written Notice to the other party of its intent to initiate an informal dispute resolution conference (“Notice”), which shall occur within 45 days of the other party receiving such Notice, unless both parties agree to an extension. Notice to us should be sent by email to [\[CONTACT EMAIL\]](#) or by regular mail to our offices at [\[MAILING ADDRESS\]](#). The Notice must include: (1) your contact details, including name, telephone number, mailing address, and associated email address (if applicable) (2) the contact details of your legal counsel, if any and (3) a description of the Dispute. We will provide notice to your address on file. Each Informal Dispute Resolution Conference shall be individualized, meaning that a separate conference must be held each time a party initiates a Dispute, even if the same law firm or group represents multiple users in similar cases, unless all parties agree otherwise. Multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree.

To streamline the administration and resolution of arbitrations, you and we mutually agree that in the event of one hundred (100) or more individual arbitrations of a substantially similar nature brought against us by or with the assistance of the same law firm, group of law firms, or organizations within a thirty (30) day period (or as soon as possible thereafter), the AAA shall (a) administer the arbitration demands in batches of 100 arbitrations per batch (with any remaining arbitrations forming a final batch), (b) appoint one arbitrator for each batch, and (c) facilitate the resolution of each batch as a single consolidated arbitration with a singular set of filing and administrative fees per side, one procedural calendar, one hearing (if required), held at a location determined by the arbitrator, and one final award (“Batch Arbitration”).

All parties agree that arbitrations are deemed to be of a “substantially similar nature” if they arise from or are related to the same event, act, omission, practice, or factual scenario, raise identical or similar legal issues, and seek equivalent or comparable relief. In the event of disagreement regarding the application of the Batch Arbitration process, the disputing party shall notify the AAA, and the AAA shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process (“Administrative Arbitrator”). To expedite the resolution of any such dispute, the Administrative Arbitrator may establish necessary procedures. The fees of the Administrative Arbitrator shall be covered by us.

You and we pledge to cooperate in good faith with the AAA to implement the Batch Arbitration process, including the payment of consolidated filing and administrative fees, and to take steps to minimize arbitration time and costs, such as appointing a discovery special master to assist with discovery disputes and adopting an expedited arbitration proceedings calendar. However, this Batch Arbitration provision is not interpreted as authorizing class, collective, or mass arbitration

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or action, or arbitration involving joint or consolidated claims, except as explicitly outlined in this provision.

You have the option to opt out of the provisions of this Arbitration Agreement requiring arbitration of Disputes within 30 days of initially agreeing to any version of this Agreement mandating arbitration of disputes with Mercola or any related parties. To opt-out, you must send your name, residential address, email address, and a clear statement expressing your desire to opt out of arbitration with the relevant party to: **[MAILING ADDRESS]** ATTN: Arbitration Opt-Out. Opting out of this Arbitration Agreement does not affect any other arbitration agreements currently in place or entered into in the future with us or any other Mercola Parties.

Prior to initiating arbitration of a Dispute, you must provide us with a written Notice of Dispute containing your name, residential address, username (if applicable), email address associated with your User account (if applicable), a detailed description of the Dispute, and the requested relief. Likewise, before commencing arbitration of a Dispute against you, we will provide you with a written Notice of Dispute detailing the Dispute and the relief sought. Any Notice of Dispute to us should be sent to **[MAILING ADDRESS]** ATTN: Dispute Notice.

Except as specified above, if any part of this Arbitration Agreement is found to be invalid or unenforceable under the law, such part shall be severed, and the remainder of the Arbitration Agreement shall remain in full force and effect.

Governing Law, Severability, Validity of Terms

This Service is administered and managed by Mercola from our headquarters located in Florida. Individuals accessing the Service from other states do so at their own discretion and are accountable for adhering to local law and regulations, where applicable. Accessing the Service from jurisdictions where its content is illegal or subject to penalties is strictly prohibited.

The validity, interpretation, construction, and execution of this agreement shall be governed by the laws of the State of Florida, disregarding any conflicts of law principles.

Every aspect of this agreement shall apply to the fullest extent permitted by law. Our failure to uphold any provision of this agreement does not relinquish our right to do so in the future. Both parties agree that if any part of this Agreement cannot be enforced as written, it shall be substituted with terms that most accurately reflect the intent of the unenforceable part, to the extent permitted by law. Unless otherwise stated in this Agreement, the invalidity of any part shall not affect the validity and enforceability of the remaining provisions. Section headings are provided for convenience and do not carry legal weight.

No Partnership or Employment Relationship

This agreement, along with any Content, materials, or features provided by the Service, does not establish a partnership, joint venture, employment, or any other agency relationship between or

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among you and/or Mercola, and/or the Service Providers. You are not authorized to enter into contracts on our behalf or to represent us in any capacity.

Assignment

You are prohibited from assigning any of your rights under this Agreement, and any such attempt will be deemed invalid. Mercola reserves the right, at its sole discretion, to assign or transfer this Agreement, or any part thereof, including all contractual rights and obligations, to any affiliate of Mercola or to a third party without further consent or notification. This assignment may occur in whole or in part, especially in the event of a merger, sale of assets, or any other transfer of Mercola's business operations to another entity.

Third-Party Beneficiaries

Any utilization of third-party software provided alongside the service or any third-party Goods and services accessed or utilized with the Service shall be governed by the relevant third-party's license or terms of use, if available. In the absence of such terms, this Agreement shall apply. Furthermore, your utilization of the Service must adhere to all applicable third-party terms of agreement.

Aside from the aforementioned provisions or as explicitly outlined in this Agreement, which includes the indemnification responsibilities in favor of Mercola, the Service Providers, as well as the arbitration agreement, we explicitly affirm that neither party intends to confer or establish rights equivalent to those of third-party beneficiaries upon any referenced individual, subcontractor, or third party. Except as expressly outlined in this Agreement, no third party shall possess the right to enforce any provision or derive any benefit from this Agreement.

Contact

Should you have any questions or issues regarding this Agreement, feel free to reach out to us via email at [\[CONTACT EMAIL ADDRESS\]](#). We strive to address your questions or concerns promptly upon receipt.