

Terms of Service

Last Updated on March 14, 2019

THESE TERMS OF SERVICE (COLLECTIVELY, THESE “TERMS OF SERVICE”) ARE AGREED TO AS OF THIS DAY BY YOU (THE “USER,” “YOU” OR “YOUR”) AND WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST (“WB,” “HW,” “DR KIM,” “US,” “OUR,” OR “WE.”). THESE TERMS OF SERVICE SET FORTH THE TERMS AND CONDITIONS THAT APPLY TO YOUR ACCESS TO AND USE OF WEBSITES AND OUR RELATED TECHNOLOGY SYSTEMS (COLLECTIVELY, THE “WEBSITE”). THESE TERMS OF SERVICE ALSO SET FORTH THE TERMS AND CONDITIONS THAT APPLY TO THE USE OF THE WEBSITE AND ANY USER’S SUBSCRIPTION TO OR PURCHASE OF ANY ONLINE SERVICE OR PRODUCT WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST (COLLECTIVELY, “ONLINE SERVICES”).

PLEASE READ THESE TERMS OF SERVICE AND OUR PRIVACY POLICY CAREFULLY PRIOR TO YOUR USE OF OUR WEBSITE AND/OR YOUR REGISTRATION FOR, PURCHASE, OR USE OF ANY OF OUR ONLINE SERVICES. BY SUBMITTING INFORMATION TO WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST, EITHER BY USING OUR WEBSITE OR REGISTERING FOR, PURCHASING, OR USING AN ONLINE SERVICE, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THESE TERMS OF SERVICE AND THE PRIVACY POLICY, INCLUDING ANY CHANGES OR REVISIONS WHICH WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST, IN ITS SOLE DISCRETION AND FROM TIME TO TIME, MAY MAKE TO THESE TERMS OF SERVICE AND/OR THE PRIVACY POLICY. IF YOU DO NOT AGREE WITH ALL OF THE TERMS AND CONDITIONS OF THESE TERMS OF SERVICE AND THE PRIVACY POLICY YOU ARE NOT AUTHORIZED TO USE OUR WEBSITE OR REGISTER FOR, PURCHASE, OR USE ANY OF OUR ONLINE SERVICES, AND YOUR SOLE REMEDY IS TO STOP USING OUR WEBSITE AND OUR ONLINE SERVICES.

COMPLIANCE WITH THESE TERMS OF SERVICE

IF YOU ARE A RESIDENT OF THE UNITED STATES (INCLUDING ITS POSSESSIONS AND TERRITORIES), YOU AGREE TO THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER DESCRIBED IN THE ARBITRATION AGREEMENT SECTION BELOW TO RESOLVE ANY DISPUTES WITH WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT).

YOU AGREE TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS, RULES AND REGULATIONS REGARDING ONLINE CONDUCT AND TRANSMISSION OF

INFORMATION. TO DETERMINE YOUR COMPLIANCE WITH THESE TERMS OF SERVICE, THE PRIVACY POLICY AND ANY APPLICABLE LAWS, WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST RESERVES THE RIGHT, BUT NOT THE OBLIGATION, TO MONITOR YOUR USE OF THE WEBSITE AND OUR ONLINE SERVICES. ULTIMATE CRUSH, JEK DIGITAL AND NCLA RESERVES THE RIGHT TO REFUSE TO POST OR TO REMOVE ANY INFORMATION OR MATERIALS, IN WHOLE OR IN PART, THAT IT DEEMS IN ITS SOLE DISCRETION TO BE UNACCEPTABLE, OFFENSIVE, OR IN VIOLATION OF THESE TERMS OF SERVICE, THE PRIVACY POLICY AND/OR ANY APPLICABLE LAWS.

USING OUR WEBSITE AND ONLINE SERVICES

YOU ARE ONLY ENTITLED TO USE OUR WEBSITE FOR LAWFUL PURPOSES AND PURSUANT TO THE TERMS AND CONDITIONS OF THESE TERMS OF SERVICE, THE PRIVACY POLICY, AND APPLICABLE LAWS. YOUR USE OF OUR WEBSITE MAY BE INTERRUPTED FROM TIME TO TIME FOR ANY OF SEVERAL REASONS, INCLUDING, WITHOUT LIMITATION, THE MALFUNCTION OF EQUIPMENT, PERIODIC UPDATING, MAINTENANCE OR REPAIR OF OUR WEBSITE, OR OTHER ACTIONS THAT WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST, IN ITS SOLE DISCRETION AND FROM TIME TO TIME, MAY ELECT TO TAKE. WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST RESERVES THE RIGHT TO SUSPEND OR DISCONTINUE THE AVAILABILITY OF OUR WEBSITE AND/OR ANY PORTION OR FEATURE OF OUR WEBSITE AT ANY TIME IN OUR SOLE DISCRETION AND WITHOUT PRIOR NOTICE.

YOU SHALL NOT, AND YOU SHALL NOT ATTEMPT TO OR OTHERWISE AUTHORIZE, ENCOURAGE, OR SUPPORT A THIRD PARTY'S ATTEMPTS TO, CREATE DERIVATIVE WORKS OF OR MAKE COMMERCIAL USE OF THE CONTENT ON OUR WEBSITE ("CONTENT"). YOU SHALL ALSO NOT, AND YOU SHALL NOT ATTEMPT TO OR OTHERWISE AUTHORIZE, ENCOURAGE, OR SUPPORT A THIRD PARTY'S ATTEMPTS TO, CIRCUMVENT, RE-ENGINEER, DECRYPT, BREAK, OR OTHERWISE ALTER OR INTERFERE WITH OUR WEBSITE IN ANY MANNER. YOU SHALL ALSO NOT REPRODUCE, MODIFY, DISTRIBUTE, SELL, OR OTHERWISE TRANSFER ANY RIGHTS IN AND/OR TO ANY CONTENT. YOU SHALL NOT METATAG, PROVIDE LINKS TO, FRAME, OR MIRROR OUR WEBSITE WITHOUT THE PRIOR EXPRESS WRITTEN PERMISSION OF WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST.

YOU SHALL NOT BE PERMITTED TO DO ANY OF THE FOLLOWING, AS DETERMINED BY WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST, IN ITS SOLE DISCRETION, EACH OF WHICH MAY RESULT IN YOUR LOSS OF THE RIGHT TO ACCESS AND USE OUR WEBSITE AND/OR ONLINE

SERVICES: (A) VIOLATE THE TERMS AND CONDITIONS OF THESE TERMS OF SERVICE, OUR PRIVACY POLICY, OR APPLICABLE LAW; (B) RESTRICT, INHIBIT, OR PREVENT ANY ACCESS TO, USE, OR ENJOYMENT OF OUR WEBSITE OR ANY ONLINE SERVICE; OR (C) THROUGH THE USE OF OUR WEBSITE OR ANY ONLINE SERVICE, DEFAME, ABUSE, HARASS, OFFEND, OR THREATEN ANYONE OR ANY ENTITY.

YOU ACKNOWLEDGE THAT YOU ARE SOLELY RESPONSIBLE FOR PROVIDING AND MAINTAINING ALL EQUIPMENT, HARDWARE, SOFTWARE AND MEANS OF COMMUNICATION, AND CHARGES FOR ALL RELATED SERVICES, FOR YOUR ACCESS TO AND USE OF THE WEBSITE AND OUR ONLINE SERVICES.

INTELLECTUAL PROPERTY RIGHTS

THE NAME WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST, AND OTHER TRADE NAMES, URLS, AND WEBSITE DOMAIN NAMES OWNED AND/OR OPERATED BY WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST, AND THEIR GRAPHICS, LOGOS, PAGE HEADERS, BUTTON ICONS, SCRIPTS, AND SERVICE NAMES ARE COPYRIGHTS, SERVICE MARKS, TRADEMARKS AND/OR TRADE DRESS OF NCLA (COLLECTIVELY, THE "PROPRIETARY MARKS"). YOU MAY NOT USE THE PROPRIETARY MARKS WITHOUT THE PRIOR EXPRESS WRITTEN PERMISSION OF WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST, WHICH PERMISSION MAY BE WITHHELD IN WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST'S SOLE DISCRETION. WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST MAKES NO PROPRIETARY CLAIM TO ANY THIRD PARTY NAMES, TRADEMARKS, OR SERVICE MARKS APPEARING ON OUR WEBSITE. ANY THIRD PARTY NAMES, TRADEMARKS, AND SERVICE MARKS ARE PROPERTY OF THEIR RESPECTIVE OWNERS.

THE CONTENT, DOWNLOADS, AND OTHER DATA AND INFORMATION VIEWABLE ON, CONTAINED IN, OR DOWNLOADABLE FROM OUR WEBSITE AND THE PROPRIETARY MARKS, AND ALL OTHER INTELLECTUAL PROPERTY, PROPRIETARY RIGHTS, OR OTHER RIGHTS RELATED TO TANGIBLE AND INTANGIBLE PROPERTY WHICH ARE USED, DEVELOPED, COMPRISING, EMBODIED IN, OR PROVIDED IN CONNECTION WITH OUR WEBSITE AND ONLINE SERVICES (COLLECTIVELY, THE "INTELLECTUAL PROPERTY"), INCLUDING, WITHOUT LIMITATION, ALL TEXT, GRAPHICS, CHARTS, PICTURES, PHOTOGRAPHS, IMAGES, LINE ART, ICONS, AND RENDITIONS, ARE COPYRIGHTED OR TRADEMARKED BY, OR OTHERWISE LICENSED TO, WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST OR ITS CONTENT SUPPLIERS. ALL SOFTWARE USED FOR OUR WEBSITE (THE "SOFTWARE") IS THE PROPERTY OF WEEKEND BREAKTHROUGH, HEALED IN A

WEEKEND, DR. KIM WEST OR ITS SOFTWARE VENDORS AND IS PROTECTED BY U.S. AND INTERNATIONAL COPYRIGHT LAWS. VIEWING, READING, PRINTING, DOWNLOADING, OR OTHERWISE USING THE INTELLECTUAL PROPERTY DOES NOT ENTITLE YOU TO ANY OWNERSHIP OR INTELLECTUAL PROPERTY RIGHTS IN AND/OR TO THE INTELLECTUAL PROPERTY OR THE SOFTWARE.

YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM YOUR INFRINGEMENT OF WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST'S OR ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS REGARDING THE PROPRIETARY MARKS, THE INTELLECTUAL PROPERTY THE SOFTWARE, AND/OR ANY OTHER HARM INCURRED BY WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST OR ANY THIRD PARTY AS A DIRECT OR INDIRECT RESULT OF YOUR COPYING, DISTRIBUTING, REDISTRIBUTING, TRANSMITTING, PUBLISHING, OR USING THE SAME FOR PURPOSES THAT ARE CONTRARY TO THE TERMS AND CONDITIONS OF THESE TERMS OF SERVICE OR APPLICABLE LAW.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, LINKS FROM THE WEBSITE ARE PROVIDED AS A CONVENIENCE TO THE VISITORS THEREOF. NO THIRD PARTY WEBSITE THAT IS LINKED TO THE WEBSITE OR THE CONTENT THEREOF HAS BEEN DEVELOPED BY WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST AND WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST HAS NOT REVIEWED, AND IS NOT RESPONSIBLE FOR, THE CONTENT OF ANY SUCH THIRD PARTY WEBSITES. WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST MAKES NO GUARANTEES, REPRESENTATIONS, OR WARRANTIES AS TO, AND SHALL HAVE NO LIABILITY FOR, ANY CONTENT CONTAINED IN OR DERIVED FROM ANY THIRD PARTY WEBSITE.

ELECTRONIC COMMUNICATIONS

BY USING OUR WEBSITE OR USING AN ONLINE SERVICE, YOU CONSENT TO RECEIVE COMMUNICATIONS FROM US ELECTRONICALLY. ALTHOUGH WE MAY CHOOSE TO COMMUNICATE WITH YOU BY OTHER MEANS, WE MAY ALSO CHOOSE TO SOLELY COMMUNICATE WITH YOU ELECTRONICALLY BY E-MAIL OR BY POSTING NOTICES ON OUR WEBSITE. YOU AGREE THAT ALL AGREEMENTS, NOTICES, DISCLOSURES, AND OTHER COMMUNICATIONS THAT WE SEND TO YOU ELECTRONICALLY SATISFY ANY LEGAL REQUIREMENT THAT SUCH COMMUNICATIONS BE IN WRITING.

ORDERS SHIPPING TO DESTINATIONS OUTSIDE THE UNITED STATES MIGHT INCUR DUTIES AND TAXES. IF DUTIES AND TAXES ARE IMPOSED ON YOUR ORDER, THEY ARE DUE AT TIME OF DELIVERY. PLEASE CONSULT YOUR LOCAL CUSTOMS OFFICE FOR MORE DETAILS ABOUT YOUR COUNTRY'S DUTIES AND

TAXES. WE ARE NOT RESPONSIBLE FOR ANY IMPORT TAXES, DUTIES, OR BROKERAGES FEES WHICH MAY BE INCURRED ON YOUR INTERNATIONAL ORDER SHIPMENT.

DISCLAIMER OF WARRANTIES

ALL CONTENT CONTAINED ON WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST'S WEBSITE OR NEWSLETTER, OR ANY OTHER PRODUCTS OR MATERIALS PROVIDED BY OR THROUGH US OR WHICH IS OTHERWISE DERIVED OR ACQUIRED BY ANY PERSON THEREFROM IS "AS IS", "WHERE IS" AND "WITH ALL FAULTS". WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. WE HEREBY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY AND ALL OTHER IMPLIED WARRANTIES. NOTWITHSTANDING ANY OTHER AGREEMENT OR OTHER COMMUNICATIONS TO THE CONTRARY, RECEIPT OR USE OF ANY CONTENT CONTAINED ON THE WEBSITE OR ONLINE SERVICES, OR THAT IS DERIVED OR ACQUIRED BY USER THEREFROM AT ANY TIME AND THROUGH ANY MEANS, WHETHER DIRECTLY OR INDIRECTLY, REPRESENTS SUCH USER'S ACKNOWLEDGEMENT OF THIS DISCLAIMER OF WARRANTIES AND HIS OR HER AGREEMENT WITH THE TERMS AND CONDITIONS CONTAINED HEREIN.

REFUND POLICY

1. IF YOU ARE UNHAPPY WITH PRODUCT FOR ANY REASON, OR YOUR SERVICES ARE MALFUNCTIONING OR UNAVAILABLE,

CONTACT OUR CUSTOMER SERVICE [DRKIM@](mailto:DRKIM@WEEKENDBREAKTHROUGH.COM) TO REPORT

THE ISSUE(S) YOU ARE EXPERIENCING. WE MAY OFFER A REFUND HOWEVER, WE RESERVE THE RIGHT

TO REPAIR ANY MALFUNCTIONING OR UNAVAILABLE SERVICES IN LIEU OF REFUNDING THEM AT OUR DISCRETION.

TO QUALIFY FOR A REFUND, CUSTOMERS MUST COMPLY WITH THE FOLLOWING PROVISIONS.

2. IN ORDER TO RECEIVE A REFUND, YOU MUST CONTACT OUR CUSTOMER SERVICE DEPARTMENT AT DRKIM@WEEKENDBREAKTHROUGH.COM (AVAILABLE 24 HOURS A DAY, 7 DAYS A WEEK). IF A REFUND IS WARRANTED, YOU WILL BE PROVIDED A REFUND TO THE PAYMENT METHOD ON FILE.

IN INSTANCES OF FRAUD WHERE THE CREDIT OR DEBIT CARD HAS BEEN COMPROMISED OR IS NO LONGER VALID A CREDIT WILL BE ISSUED TO THE CUSTOMER'S ACCOUNT FOR FUTURE SERVICES, OR AN ALTERNATE METHOD FOR THE REFUND MAY BEARRANGED.

3. IN INSTANCES WHERE A REFUND IS WARRANTED AND AGREED TO BY US, CUSTOMERS ARE

RESTRICTED TO RECEIVING A REFUND FOR THE TIME PERIOD OF THE REPORTED MALFUNCTIONING OR UNAVAILABLE SERVICES.

MULTIPLE REFUNDS FOR PURCHASES PROCESSED IN MULTIPLE MONTHS ARE NOT PERMITTED UNLESS THERE IS A RECORD OF THE CUSTOMER CONTACTING WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST TO REPORT THE MALFUNCTIONING OR UNAVAILABLE SERVICES

PREVIOUSLY - I.E. WE WILL ONLY CONSIDER REFUNDING THE MOST RECENT MONTH'S TRANSACTION NOT MULTIPLE PAST MONTHS, WITHOUT A RECORD OF PAST REPORTS BY THE CUSTOMER AND NOTWITHSTANDING THERE IS EVIDENCE SUBMITTED TO PROVE SUCH OCCURRENCE.

4. WE RESERVE THE RIGHT TO REFUSE A REFUND TO ANY CUSTOMER WHO REPEATEDLY REQUESTS REFUNDS OR WHO, IN OUR JUDGMENT, REQUESTS A REFUND IN BAD FAITH.

5. IN ALL CASES, IN ORDER FOR A REFUND TO BE PROCESSED, YOU WILL NEED TO CONFIRM THE DETAILS OF YOUR ACCOUNT AND VERIFY YOUR IDENTITY.

6. A REFUND WILL BE PROCESSED USING AUTOMATED PROCESSES AND YOU WILL RECEIVE AN EMAIL CONFIRMATION WHEN YOUR REFUND HAS BEEN PROCESSED BY US. PLEASE NOTE THAT DEPENDING ON THE

PROCESSING STANDARDS AND PROCEDURES OF THE BANK WHO ADMINISTERS YOUR CREDIT OR DEBIT CARD, A REFUND CAN TAKE UP TO THIRTY (30) DAYS TO APPEAR IN YOUR ACCOUNT OR APPEAR ON YOUR ACCOUNT STATEMENT. IF THERE IS A

QUESTION AS TO THE STATUS OF YOUR REFUND, PLEASE CONTACT OUR CUSTOMER SERVICE AT DRKIM@WEEKENDBREAKTHROUGHCOM.

IF YOU INITIATE A CHARGEBACK OR OTHERWISE REVERSE A PAYMENT MADE WITH YOUR CREDIT OR DEBIT CARD WITHOUT FIRST CONTACTING WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST CUSTOMER SERVICE AT 800 604-0674, WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR.

KIM WEST MAY IN ITS DISCRETION TERMINATE YOUR ACCOUNT IMMEDIATELY. IF WE SUCCESSFULLY DISPUTE THE REVERSAL, AND THE REVERSED FUNDS ARE RETURNED, YOU ARE NOT ENTITLED TO A REFUND OR TO HAVE YOUR ACCOUNT REINSTATED.

WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST'S RETURN POLICY APPLIES TO YOUR PURCHASE OF ANY MATERIALS OR PRODUCTS FROM US THROUGH THE WEBSITE (COLLECTIVELY, THE "PRODUCT"). IF YOU ORDERED AN INCORRECT PRODUCT OR NEED TO RETURN A PRODUCT FOR OTHER REASONS, YOU MAY RETURN THE PRODUCT TO THE COMPANY FOR A REFUND WITHIN THIRTY (30) DAYS OF DELIVERY OF THE PRODUCT TO YOU, SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

YOU MUST FIRST CONTACT US BY E-MAIL AT DRKIM@WEEKENDBREAKTHROUGH TO REQUEST A RETURNED MATERIAL AUTHORIZATION (RMA) NUMBER. WRITE THE RMA NUMBER ON THE SHIPPING LABEL OF EACH BOX TO BE RETURNED. PLEASE BE ADVISED THAT ANY PRODUCT RETURNED WITHOUT AN RMA NUMBER OR RETURNED BEYOND 30 DAYS OF DELIVERY OF THE PRODUCT TO YOU, WILL NOT BE ACCEPTED AND WILL BE RETURNED TO YOU AT YOUR EXPENSE.

PRODUCTS MUST BE UN-OPENED IN THEIR ORIGINAL PACKAGING TO BE ACCEPTED FOR RETURN. IF WE ELECT TO ACCEPT THE RETURN OF AN OPENED PRODUCT (WHICH IT MAY DECLINE IN ITS SOLE DISCRETION), SUCH OPENED PRODUCTS ARE SUBJECT TO A 20% RESTOCKING FEE.

WE DO NOT REIMBURSE SHIPPING COSTS TO RETURN AN ITEM.

RETURN PACKAGES WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED.

PRODUCTS MUST BE RETURNED AND RECEIVED BY WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST IN ORIGINAL CONDITION. WE WILL NOT ACCEPT PRODUCTS DAMAGED IN RETURN TRANSIT, SO PLEASE BE SURE TO PACKAGE THE PRODUCT WELL AND CONSIDER INSURING THE PACKAGE. NO RETURNS/REFUNDS/EXCHANGES ON DISCONTINUED ITEMS AND CLEARANCE ITEMS.

IF PRODUCTS ARE ORIGINALLY PURCHASED WITH A GIFT CERTIFICATE VOUCHER, A GIFT CERTIFICATE VOUCHER WILL BE GIVEN AS PAYMENT FOR RETURN. OUR REFUND POLICY ONLY APPLIES TO PRODUCTS, AND DOES NOT APPLY TO ANY MEMBERSHIPS, REGISTRATIONS OR SUBSCRIPTIONS TO ONLINE SERVICES. TO RETURN AN ITEM, PLEASE CALL 800 604-0674, AND SHIP TO THE ADDRESS WE PROVIDE.

DISCLAIMERS OF WARRANTIES AND LIMITATIONS ON LIABILITY

WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST SERVICE AND ALL CONTENT AND SOFTWARE ASSOCIATED THEREWITH, OR ANY OTHER FEATURES OR FUNCTIONALITIES ASSOCIATED WITH OUR PRODUCTS AND SERVICES, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. WE DO NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE NLCA SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. ULTIMATE CRUSH, JEK DIGITAL AND NCLA SPECIFICALLY DISCLAIMS LIABILITY FOR THE USE OF APPLICATIONS, DEVICES, SOFTWARE (INCLUDING THEIR CONTINUING COMPATIBILITY WITH OUR SERVICE).

TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, IN NO EVENT SHALL WE, OR OUR SUBSIDIARIES OR ANY OF OUR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR LICENSORS BE LIABLE (JOINTLY OR SEVERALLY) TO YOU FOR PERSONAL INJURY OR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

NOTHING IN THESE TERMS OF USE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU. IF ANY PROVISION OR PROVISIONS OF THESE TERMS OF USE SHALL BE HELD TO BE INVALID, ILLEGAL, OR UNENFORCEABLE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THE REMAINING PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT.

AFFILIATE DISCLAIMER

FROM TIME TO TIME, WE MAY ENDORSE, PROMOTE OR SUGGEST SERVICES AND/OR PRODUCTS. OUR RECOMMENDATIONS WILL BE BASED SOLELY ON OUR DETERMINATION THAT THE SERVICE/PRODUCT IS OF VALUE TO USERS BASED ON A REVIEW THEREOF BY US, AND/OR OUR RELATIONSHIP WITH THE PROVIDER/PRODUCER OF SUCH SERVICE/PRODUCT AND/OR OUR PRIOR USAGE OF SUCH SERVICE/PRODUCT. WE MAY BE COMPENSATED FOR ITS RECOMMENDATIONS. WE MAY RECEIVE SAMPLE SERVICES/PRODUCTS FOR THE PURPOSE OF CONDUCTING A REVIEW THEREOF. OUR POLICY IS TO CONDUCT TO THE BEST OF OUR ABILITY AN UNBIASED REVIEW OF SUCH SERVICES/PRODUCTS. IF A SERVICE/PRODUCT DOES NOT MEET OUR STANDARDS OR EXPECTATIONS, OR IS DEEMED UNSAFE OR IS LIKELY TO BE UNSAFE, SUCH FINDINGS WILL BE NOTED IN THE CORRESPONDING REVIEW OF SUCH SERVICE/PRODUCT. NOTWITHSTANDING THE FOREGOING, NO REVIEW SHALL BE DEEMED TO BE A GUARANTEE, REPRESENTATION OR

WARRANTY AS TO THE SUITABILITY OF ANY SERVICE/PRODUCT FOR ANY PARTICULAR PURPOSE, AND NO REVIEW SHOULD BE RELIED UPON BY ANY PERSON IN MAKING A DETERMINATION TO PURCHASE, ACQUIRE OR UTILIZE ANY SUCH SERVICE/PRODUCT. THE DETERMINATION TO UTILIZE ANY SERVICE/PRODUCT FOR WHICH NCLA PROVIDES A REVIEW SHALL BE SOLELY THE RESPONSIBILITY OF THE PERSON UTILIZING SUCH SERVICE/PRODUCT AND NCLA SHALL NOT BE LIABLE IN ANY WAY AS A RESULT OF ANY SUCH PERSON'S USE OF ANY SUCH SERVICE/PRODUCT.

LIMITATION ON LIABILITY OF WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST

ANY LIABILITY OF WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST, WHETHER IN CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE, SHALL BE LIMITED IN THE AGGREGATE TO DIRECT AND ACTUAL DAMAGES NOT TO EXCEED THE FEES RECEIVED BY WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST FROM ANY USER IN CONNECTION WITH SUCH USE OF, REGISTRATION FOR AND SUBSCRIPTION TO ANY ONLINE SERVICES. WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST WILL NOT BE LIABLE FOR ANY LOSSES, DAMAGES, CLAIMS, COSTS, EXPENSES OR OTHER LIABILITIES RESULTING DIRECTLY OR INDIRECTLY FROM THE USE OF OR RELIANCE UPON ANY CONTENT CONTAINED IN THE WEBSITE OR ONLINE SERVICES. WITHOUT LIMITATION, WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES, EITHER DIRECTLY OR INDIRECTLY, RELATED TO (1) ANY LOSS OF ANY KIND; (2) AN INABILITY TO ACCESS OR UTILIZE, OR ANY DELAY IN ACCESSING OR UTILIZING, THE WEBSITE OR ANY LINKS CONTAINED THEREIN TO OR FROM ANY OTHER WEBSITES OR CONTENT; (3) ANY INFORMATION OR CONTENT NOT CONTAINED ON THE WEBSITE, OR THE FAILURE OF WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST TO PROVIDE, OR ANY DELAY IN PROVIDING, ANY PARTICULAR CONTENT, OR ANY ERROR IN THE TRANSMISSION OF ANY CONTENT; OR (4) THE USE OF ANY CONTENT CONTAINED ON THE WEBSITE IN ANY WAY THAT MAY BE DEEMED UNSUITABLE FOR ITS INTENDED PURPOSE OR THAT IS AGAINST INDUSTRY STANDARDS.

ARBITRATION AGREEMENT

IF YOU PURCHASED PRODUCTS OR SERVICES FROM WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST IN THE UNITED STATES (INCLUDING ITS POSSESSIONS AND TERRITORIES), YOU AND WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST, AGREE THAT ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING IN ANY WAY TO WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST PRODUCTS/SERVICES OR SERVICE, THESE TERMS OF USE AND THIS

ARBITRATION AGREEMENT, SHALL BE DETERMINED BY BINDING ARBITRATION OR IN SMALL CLAIMS COURT. ARBITRATION IS MORE INFORMAL THAN A LAWSUIT IN COURT. ARBITRATION USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, ALLOWS FOR MORE LIMITED DISCOVERY THAN IN COURT, AND IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD. YOU AGREE THAT, BY AGREEING TO THESE TERMS OF USE, THE U.S. FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION, AND THAT YOU AND WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

IF YOU ELECT TO SEEK ARBITRATION OR FILE A SMALL CLAIM COURT ACTION, YOU MUST FIRST SEND TO WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST BY CERTIFIED MAIL, A WRITTEN NOTICE OF YOUR CLAIM ("NOTICE"). THE NOTICE TO WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST MUST BE ADDRESSED TO: GENERAL COUNSEL, PO BOX 133, YOUNG, AZ 85554 ("NOTICE ADDRESS"). IF WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST INITIATES ARBITRATION, IT WILL SEND A WRITTEN NOTICE TO THE EMAIL ADDRESS USED FOR YOUR ACCOUNT. A NOTICE, WHETHER SENT BY YOU OR BY WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST, MUST (A) DESCRIBE THE NATURE AND BASIS OF THE CLAIM OR DISPUTE; AND (B) SET FORTH THE SPECIFIC RELIEF SOUGHT ("DEMAND"). IF WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST AND YOU DO NOT REACH AN AGREEMENT TO RESOLVE THE CLAIM WITHIN 30 DAYS AFTER THE NOTICE IS RECEIVED, YOU OR WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST MAY COMMENCE AN ARBITRATION PROCEEDING OR FILE A CLAIM IN SMALL CLAIMS COURT.

YOU MAY DOWNLOAD OR COPY A FORM NOTICE AND A FORM TO INITIATE ARBITRATION AT WWW.ADR.ORG. IF YOU ARE REQUIRED TO PAY A FILING FEE, AFTER WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST RECEIVES NOTICE AT THE NOTICE ADDRESS THAT YOU HAVE COMMENCED ARBITRATION, WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST WILL PROMPTLY REIMBURSE YOU FOR YOUR PAYMENT OF THE FILING FEE, UNLESS YOUR CLAIM IS FOR GREATER THAN US\$10,000, IN WHICH EVENT YOU WILL BE RESPONSIBLE FOR FILING FEES.

THE ARBITRATION WILL BE GOVERNED BY THE COMMERCIAL ARBITRATION RULES AND THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (COLLECTIVELY, "AAA RULES") OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), AS MODIFIED BY THIS AGREEMENT, AND WILL BE ADMINISTERED BY THE AAA. THE AAA RULES AND FORMS ARE AVAILABLE

ONLINE AT WWW.ADR.ORG, BY CALLING THE AAA AT 1-800-778-7879, OR BY WRITING TO THE NOTICE ADDRESS. THE ARBITRATOR IS BOUND BY THE TERMS OF THIS AGREEMENT. ALL ISSUES ARE FOR THE ARBITRATOR TO DECIDE, INCLUDING ISSUES RELATING TO THE SCOPE AND ENFORCEABILITY OF THIS ARBITRATION AGREEMENT. UNLESS WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST AND YOU AGREE OTHERWISE, ANY ARBITRATION HEARINGS WILL TAKE PLACE IN THE COUNTY (OR PARISH) OF YOUR RESIDENCE.

IF YOUR CLAIM IS FOR US\$10,000 OR LESS, WE AGREE THAT YOU MAY CHOOSE WHETHER THE ARBITRATION WILL BE CONDUCTED SOLELY ON THE BASIS OF DOCUMENTS SUBMITTED TO THE ARBITRATOR, THROUGH A TELEPHONIC HEARING, OR BY AN IN-PERSON HEARING AS ESTABLISHED BY THE AAA RULES. IF YOUR CLAIM EXCEEDS US\$10,000, THE RIGHT TO A HEARING WILL BE DETERMINED BY THE AAA RULES. REGARDLESS OF THE MANNER IN WHICH THE ARBITRATION IS CONDUCTED, THE ARBITRATOR SHALL ISSUE A REASONED WRITTEN DECISION SUFFICIENT TO EXPLAIN THE ESSENTIAL FINDINGS AND CONCLUSIONS ON WHICH THE AWARD IS BASED. IF THE ARBITRATOR ISSUES YOU AN AWARD THAT IS GREATER THAN THE VALUE OF WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST, OR OUR LAST WRITTEN SETTLEMENT OFFER MADE BEFORE AN ARBITRATOR WAS SELECTED (OR IF WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST DID NOT MAKE A SETTLEMENT OFFER BEFORE AN ARBITRATOR WAS SELECTED), THEN WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST WILL PAY YOU THE AMOUNT OF THE AWARD OR US\$1,000, WHICHEVER IS GREATER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PAYMENT OF ALL FILING, ADMINISTRATION AND ARBITRATOR FEES WILL BE GOVERNED BY THE AAA RULES.

YOU AND WEEKEND BREAKTHROUGH, HEALED IN A WEEKEND, DR. KIM WEST AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, UNLESS BOTH YOU AND ULTIMATE CRUSH, JEK DIGITAL, OR NCLA AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS WITH YOUR CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IF THIS SPECIFIC PROVISION IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF THIS ARBITRATION PROVISION SHALL BE NULL AND VOID. THE ARBITRATOR MAY AWARD DECLARATORY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM.

AMENDMENTS

WE RESERVE THE RIGHT TO AMEND THESE TERMS OF SERVICE AT OUR SOLE DISCRETION AND AT ANY TIME. YOU SHOULD REVIEW THESE TERMS OF SERVICE PERIODICALLY TO CHECK FOR AMENDMENTS. WE WILL POST NOTICE OF MODIFICATIONS AND ADDITIONS TO THESE TERMS ON THIS PAGE. CHANGES WILL NOT APPLY RETROACTIVELY AND WILL BECOME EFFECTIVE IMMEDIATELY AFTER THEY ARE POSTED. HOWEVER, CHANGES ADDRESSING NEW FUNCTIONS FOR AN ONLINE SERVICE OR CHANGES MADE FOR LEGAL REASONS WILL BE EFFECTIVE IMMEDIATELY.

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