

## **Terms and Conditions**

Please read these Terms of Use (“Terms”, “Terms of Use”) carefully before using this website (the “Site” or the “Service”) operated by Dr. Camille Cowne / Dr. Camille / CK Cowne MD Inc. (“us”, “we”, or “our”).

Your access to the Site and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access the Site or use the Service.

**By accessing the Site or using the Service you agree to be bound by these Terms.**

**IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT ACCESS OR OTHERWISE USE THE SITE, SERVICE, PARTICIPATE IN ANY PROGRAMS, REVIEWS, OR DISCLOSE TO US ANY PERSONAL INFORMATION.**

The terms of use contained in this Agreement may change periodically and may be revised at any time and from time to time in our sole discretion by updating this posting. You should visit this page from time to time to review the current terms of use because they are binding on you. Your continued use of the Site means that you accept any changes or modifications to this Agreement. If any modification is unacceptable to you, your only recourse is to terminate this Agreement by contacting Customer Service.

Certain provisions of the terms of use contained in this Agreement

may be superseded by legal notices or terms located on particular pages of the Site.

## **Accounts**

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Site.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You are required to establish an account on the Site in order to use certain features, such as making a purchase. You agree to provide accurate, true, complete and current information about yourself as prompted by the Site and to promptly update such information to maintain accurate, true, complete and current information. If you provide any inaccurate, false, incomplete or outdated information or we in our sole discretion suspect that such information is inaccurate, false, incomplete or outdated, we reserve the right to suspend or terminate your account and prohibit any and all current or future use of the Site or any portion thereof by you.

## **NOTICE: Not Healthcare Advice**

The products and claims made about specific products on or through the Site have not been evaluated by the United States Food and Drug Administration and are not approved to diagnose, treat, cure or prevent disease.

**The Site is not intended to provide diagnosis, treatment or medical advice. Products, services, information and other content provided on the Site, including information that may be provided on the Site directly or by linking to third-party websites are provided for informational purposes only. Please consult with a physician or other healthcare professional regarding any medical or health related diagnosis or treatment options.**

Information provided on the Site and linked websites, including information relating to medical and health conditions, treatments and products may be provided in summary form. Information on the Site including any product label or packaging should not be considered as a substitute for advice from a healthcare professional. The Site does not recommend self-management of health issues. Information on the Site is not comprehensive and does not cover all diseases, ailments, physical conditions or their treatment. Contact your healthcare professional promptly should you have any health related questions. Never disregard or delay medical advice based upon information you may have read on the Site.

Links to or access from any third party websites or resources is not an endorsement of any information, product or service. We are not responsible for the content or performance of any third party websites. Use of any third party websites is at your own risk.

You should not use the information or services on the Site to diagnose or treat any health issues or for prescription of any medication or other treatment. You should always consult with your healthcare professional and read information provided by the product manufacturer and any product label or packaging, prior to using any medication, nutritional, herbal or homeopathic product or before beginning any exercise or diet program or starting any treatment for a health issue. Individuals are different and may react differently to different products. You should consult your physician about interactions between medications you are taking and nutritional supplements. Comments made in any forums on the Site by employees or Site users are strictly their own personal views made in their own personal capacity and are not claims made by us or do they represent our positions or views. Product ratings by any current or previous employees or Site users are strictly their own personal views made in their own personal capacity and are not intended as a substitute for appropriate medical care or advice from a healthcare professional. We are not liable for any information provided on the Site with regard to recommendations regarding supplements for any health purposes.

**Always check the product label or packaging prior to using any product. If there are discrepancies, customers should**

**follow the information provided on the product label or packaging. You should contact us directly for clarification as to product labeling and packaging details and recommended use.**

## **Intellectual Property**

The Site and its original content, features and functionality are and will remain the exclusive property of Dr. Camille Cowne / Dr. Camille / CK Cowne MD Inc.

## **Links To Other Web Sites**

Our Site may contain links to third-party web sites or services that are not owned or controlled by Dr. Camille Cowne / Dr. Camille/ CK Cowne MD Inc.

Dr. Camille Cowne / Dr. Camille / CK Cowne MD Inc. has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Dr. Camille Cowne / Dr. Camille/ CK Cowne MD Inc. shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

## **Usage and Termination**

We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

By using our Site or participating in any of the Programs, you represent and agree that you are at least 18 years of age or older and are fully able and competent to enter into the terms, conditions, representations and warranties set forth in this Agreement or any Program terms and conditions. If you are under the age of 18, you are not permitted to use this Site or participate in any Program.

All provisions of the Terms which by their nature should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

**You agree to use the Site for lawful purposes and that you are responsible for your use of and communications on the Site. You agree not to post on or transmit through the Site any unlawful, infringing, defamatory, obscene, indecent, threatening, offensive or otherwise objectionable material of any kind including any material that encourages illegal conduct or conduct that would encourage civil liability, infringe on other's intellectual property rights or otherwise violates any applicable local, state, national or international law. You agree not to use the Site in a manner that would interfere with normal operation or infringe on any others use of the Site.**

You agree not to access the Site by any means other than the interface we provide. Displaying or running the Site or any information or material displayed on the Site in frames or through similar means on another website without our prior authorization is prohibited. Any permitted links to the Site must comply with all applicable laws, rules and regulations.

We reserve the right to terminate any account if your order is deemed fraudulent or credit card charges are disputed.

This Agreement is effective until terminated by either us or you. We, in our sole discretion, may suspend or terminate this Agreement at any time without notice and deny you access to the Site or Service or any portion of it. You may terminate this Agreement at any time by contacting Customer Service and discontinuing all use of the Site. Upon termination by us or you, you must destroy all materials obtained from the Site including all copies of such materials whether made under the terms of use contained in this Agreement or otherwise. We reserve the right to modify or discontinue, temporarily or permanently, the Site or any portion of it with notice to you.

We make no representation that Materials contained on the Site or that products described or offered on the Site are appropriate or available for use in jurisdictions outside the United States, or that this Agreement complies with the laws of any other country. Users of the Site outside the United States do so at their own initiative and risk and are responsible for complying with all applicable laws and regulations. You agree not to access the Site from any location or territory where its contents are illegal and that

you and not us, are responsible for compliance with all applicable laws and regulations.

**You agree that we may terminate or suspend your access to all or part of the Site, with or without notice, for any conduct that we, in our sole discretion, believe is in violation of any part of this Agreement, laws or regulations or is harmful to another user or us or our affiliates.**

Upon termination, your right to use the Site or Service will immediately cease.

If you wish to terminate your account, you may simply discontinue using the Service.

## **Privacy**

Your privacy and security are a top priority. Please review our Privacy Policy, which applies to personal information obtained from or provided by you on the Site.

## **Disclaimer and Liability**

YOU AGREE THAT THE USE OF THE SITE OR PARTICIPATION IN ANY PROGRAM IS AT YOUR SOLE RISK. THE SITE, THE PROGRAMS AND THE MATERIALS CONTAINED HEREIN ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT. DR. CAMILLE COWNE / DR. CAMILLE / CK COWNE MD INC. AND OTHER AFFILIATED COMPANIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND OTHER REPRESENTATIVES, SUCCESSORS AND



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TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT

LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS AND SERVICES LISTED OR PURCHASED ON THE SITE AND YOUR PARTICIPATION IN ANY PROGRAM. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE EXPRESSLY DISCLAIM ALL LIABILITY FOR PRODUCT DEFECT OR FAILURE, CLAIMS ATTRIBUTABLE TO NORMAL WEAR, PRODUCT MISUSE OR MODIFICATION, ABUSE, INCORRECT PRODUCT SELECTION AND NOT FOLLOWING PRINTED DIRECTIONS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF GOOD WILL, LOSS OF USE, LOSS OF DATA, COST OF PROCURING SUBSTITUTE GOODS, SERVICES OR INFORMATION, LITIGATION OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF LIABILITY SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE ARRANGEMENT BETWEEN US AND YOU. THE PRODUCTS, INFORMATION, PROGRAMS AND SERVICES OFFERED ON AND THROUGH THE SITE WOULD NOT BE PROVIDED

WITHOUT SUCH LIMITATIONS. SUBJECT TO THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (I) IF YOU ARE A CUSTOMER, THE MAXIMUM LIABILITY SHALL BE LIMITED TO THE AMOUNT PAID BY YOU FOR ANY PRODUCT, INFORMATION OR SERVICE PURCHASED BY YOU ON THE SITE, AND (II) IF YOU ARE A PARTICIPANT IN ANY PROGRAM, THE MAXIMUM LIABILITY WE SHALL BE LIMITED TO THE AMOUNT CREDITED OR PAID TO YOU BY DR. CAMILLE COWNE / DR. CAMILLE / CK COWNE MD INC. UNDER THE APPLICABLE PROGRAM DURING 12 MONTHS PRIOR TO THE DATE LEADING TO LIABILITY.

BECAUSE SOME STATES AND/OR JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SOME OF THE ABOVE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE OR SERVICE, YOUR PARTICIPATION IN ANY PROGRAM OR WITH ANY OF THE TERMS OF USE CONTAINED IN THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE, SERVICE OR PARTICIPATING IN THE APPLICABLE PROGRAM.

WE MAKE NO GUARANTEE OR WARRANTY WITH RESPECT TO ANY PRODUCTS OR SERVICES SOLD. WE ARE NOT RESPONSIBLE FOR ANY DAMAGES FOR INFORMATION, PRODUCTS, OR SERVICES PROVIDED BY THIRD PARTIES

EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

### **Indemnification**

You agree to indemnify, defend and hold harmless Dr. Camille Cowne / Dr. Camille / CK Cowne MD Inc. or any of its affiliates from and against all losses, expenses, costs and damages including attorney's fees resulting from your use of or contact on the Site, your participation in any Program, your use or your inability to use the Site or services, any products or services purchased or obtained by you in connection with the Site, any Site postings or activity related to your account made by you or another person, your violation of any terms of this Agreement, your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. You agree to cooperate as fully as reasonably required in the defense of any claim. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you will still be required to indemnify us for the attorneys' fees and expenses in addition to any losses, claims, damages and liabilities incurred by us. You shall not in any event settle any matter without our prior written consent.

### **Trademarks, Copyrights, Intellectual Property**

You agree that all materials on the Site or provided in connection with the Programs, including the Site's design, text, graphics, sounds, pictures, software and other files and the selection and arrangement thereof, (collectively, "Materials"), are our property

and are subject to and protected by United States and international copyright or other intellectual property laws and rights. Other copyrights, trademarks, product names, company names, logos or intellectual property are the property of the respective owners with all rights reserved.

## **Agreement**

This Agreement constitutes the only Agreement between us and you with respect to the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous Agreements, representations, warranties and understandings, written or oral, with respect to the subject matter of this Agreement.

## **Severability and Interpretation**

If any provision of this Agreement is deemed void, unlawful, or otherwise unenforceable for any reason, that provision will be severed from this Agreement and the remainder of this Agreement will remain in force. When used in this Agreement, the term “including” will be deemed to be followed by the words “without limitation”.

## **Applicable Law; Jurisdiction; Dispute Resolution and Class Waiver:**

All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of California, without giving effect to any choice of law or conflict of law.

To the fullest extent permitted by law, you and Dr. Camille Cowne / Dr. Camille / CK Cowne MD Inc. agree to arbitrate any controversy, claim or dispute arising out of or in any way related

to this Agreement, including but not limited to claims based on contract, tort, negligence, statutory or regulatory provisions. EACH PARTY IS GIVING UP ITS RIGHT TO SUE IN COURT AND TO HAVE ANY CONTROVERSY, CLAIM OR DISPUTE HEARD BY A JUDGE OR JURY.

YOU AND DR. CAMILLE COWNE / DR. CAMILLE / CK COWNE MD INC. EXPRESSLY AGREE TO ARBITRATE ANY CONTROVERSY, CLAIM OR DISPUTE ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT. THIS AGREEMENT TO ARBITRATE ALSO APPLIES TO THRESHOLD ARBITRABILITY ISSUES, INCLUDING ISSUES RELATED TO WHETHER THE AGREEMENT IS UNCONSCIONABLE OR ILLUSORY AND ANY DEFENSE TO ARBITRATION. YOU ALSO AGREE THAT ANY ARBITRATION MAY ONLY BE BROUGHT IN YOUR AND OUR INDIVIDUAL CAPACITIES, NOT AS A CLASS, PURPORTED CLASS OR REPRESENTATIVE ACTION. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE INDIVIDUAL OR ENTITY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

## **Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. By continuing to access the Site or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new

terms, please stop using the Service and Site. You should visit this page from time to time to review the current terms of use because they are binding on you. Your continued use of the Site means that you accept any changes or modifications to this Agreement. If any modification is unacceptable to you, your only recourse is to terminate this Agreement by contacting Customer Service. Certain provisions of the terms of use contained in this Agreement may be superseded by legal notices or terms located on particular pages of the Site.

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