

Terms of Service

Rove Nutrition LLC



Last Revised: []

Thank You for visiting our website which is owned and operated on behalf of Rove Nutrition LLC. (“**Rove Nutrition**” “**We**,” “**Us**”, or “**Our**”). By using the Rove Nutrition website and web-based application (“App”) at: www.RoveNutrition.com (“Site”), the services offered through the Site and through virtual visits with Rove Nutrition’s registered dietitians/registered dietitian nutritionists (referred to herein as “RD/RDN(s)”), via the Rove Nutrition Web application (“APP”) and related technologies (collectively referred to herein as the “Service(s)”), You, (individually or as the parent of a minor child) (“You”, “Member”, “User”) agree to these Terms of Services. All access to the Services is subject to these Terms of Services (“Terms”), as amended from time to time.

BY CLICKING A BOX INDICATING ACCEPTANCE OF THESE TERMS, SCHEDULING A VIRTUAL VISIT WITH A ROVE NUTRITION RD/RDN, ACCEPTING ANY ROVE NUTRITION SERVICE, OR OTHERWISE ACCESSING OR USING THE SERVICES, YOU ACCEPT ALL OF THE PROVISIONS OF THESE TERMS AND REPRESENT TO US THAT YOU ARE LEGALLY COMPETENT TO ENTER INTO AND AGREE TO THESE TERMS. YOU UNDERSTAND THAT THESE TERMS OF SERVICE ARE THE LEGAL EQUIVALENT OF A SIGNED, WRITTEN CONTRACT BETWEEN YOU AND ROVE NUTRITION. IF YOU DO NOT ACCEPT THESE TERMS, THEN YOU ARE NOT AUTHORIZED TO USE THE SERVICES.

These Terms are entered into by and between Rove Nutrition and any individual using or accessing any Service. If You use the Services on behalf of another individual such as a minor child, then “You” includes You and that minor child, and You represent and warrant that You are the legal parent of the minor child with authority to make healthcare decisions for the child and are authorized to agree to these Terms on the minor child’s behalf.

Please read these Terms carefully. These Terms describe Your responsibilities, Rove Nutrition’s liability, and the liability of third parties related to the Services. All Users of the Services must accept and comply with the Terms set forth herein.

These Terms include an arbitration agreement and other important information regarding your legal rights, remedies, and obligations. The arbitration agreement requires, with limited exceptions, that you submit any claims you have against us to binding and final arbitration. In addition, these Terms also contain a waiver of rights to bring a class action against us.

YOUR PRIVACY

Your privacy is very important to us. Please read Rove Nutrition’s Privacy Policy at: (<https://www.rovenutrition.com/privacy-policy>) and our Notice of Privacy Practices at: (<https://www.rovenutrition.com/notice-of-privacy-practices>) (collectively, the “Privacy Policies”) to understand how we collect, use, and disclose Your information, including PHI, in connection with the Services. By using the Services, You agree that Rove Nutrition may collect, use, and disclose such information, including Your private protected health information (“PHI”), in accordance with the Privacy Policies.

ACCESS AND USE OF THE SERVICES

Description of Services

Rove Nutrition provides virtual visits with RD/RDNs through a web application and other communication means. The Services are covered by most insurance plans. It is Your obligation to verify if your insurance provider covers our Services. If the Services are covered under your insurance plan you agree to assist Rove Nutrition in any manner needed to submit the services to the insurance provider for payment.

Health and Medical Service Disclaimer

The Services provided by Rove Nutrition are not a substitute for treatment by your medical doctor or other healthcare provider. We do not provide professional medical services or advice. Rove Nutrition does not endorse any specific physicians, opinions, or other information that may be mentioned in the Services. Rove Nutrition is not a health or wellness provider and cannot recommend or refer You to any specific health or wellness provider. Reliance on any information provided by Rove Nutrition or its employees is solely at Your own risk.

Our RD/RDNs do not provide medical services or render medical advice. Nothing contained in the Services should be construed as such advice or diagnosis. The information and reports generated by us should not be interpreted as a substitute for physician consultation, evaluation, or treatment, and the information made available on or through the Services should not be relied upon when making medical decisions, or to diagnose or treat a medical or health condition. Your use of the services does not create a doctor-patient relationship between you and any of the Rove Nutrition staff.

You understand and agree that you will seek the advice of a physician or a medical professional regarding any questions you may have regarding your health before making any changes in your diet, beginning any weight loss regimen, or any other strategies that may be referenced, discussed or offered through the Services. If you are being treated for a medical condition, taking prescription medication, or following a therapeutic diet to treat a disease, it is important to consult with your physician before using the Services. You understand that the Services do not provide medical advice. You further agree that, before using the Services, you will consult your healthcare provider, particularly if you are at risk for problems resulting from changes in your diet. If any information you receive or obtain through the Services is inconsistent with the medical advice from your healthcare provider, you should follow the advice of your healthcare provider. **USE OF THE SERVICES IS NOT FOR MEDICAL EMERGENCIES. IF YOU THINK YOU HAVE A MEDICAL EMERGENCY, CALL 911.**

User Account

You will be required to create an account ("User Account") to use the Rove Nutrition App and to receive the Services. If You are the parent or guardian of a person under the age of 18, and You decide to make the Services available to such minor, You may establish the User Account in Your name for the benefit of such minor. You are responsible for providing and maintaining up-to-date and accurate contact information, including Your telephone number, email address, and other information on Your User Account.

Authorized User. Except for any minor beneficiary of the User Account, You are the sole authorized User of Your User Account. To create your Rove Nutrition Account, you will need to create a username and strong password ("User Credentials"). You are responsible for maintaining the confidentiality of your User Credentials and are fully responsible for any and all activities that occur under your User Account or through the use of your User Credentials. You agree to (a) immediately notify Rove Nutrition of any unauthorized use of your User Credentials or any other breach of security, and (b) ensure that you fully close your Rove Nutrition Account at the end of each session when accessing the Service. Rove Nutrition will not be liable for any loss or damage arising from your failure to comply with these Terms.

Account Updates. If Your contact information changes or You wish to update Your preferences with respect to text (SMS/MMS) messaging or other communications from us, You may correct Your account information, delete inaccuracies, or amend Your User information and preferences by emailing us at: support@rovenutrition.com

Use of the Rove Nutrition Services

You understand and acknowledge that Rove Nutrition is providing you RD/RDN services. For other issues, including medical conditions, you should always consult with your physician or other healthcare provider.

Restrictions on Use. You are expressly prohibited from using the Services for any or the following purposes and/or activities:

- Using software robots, crawlers, spiders, data mining or any other data gathering or extraction tools or methods for any purpose;

- Obtaining (directly or indirectly) or attempting to obtain contact information, account information, personal information, personally identifiable information, health care information, protected health information and/or any other information or data about any user of the Services, and/or any actual or prospective Rove Nutrition User or customer;
- Impersonating another person or entity's identity or conveying or posting any incomplete, false, or misleading information about You or Your affiliation with any person or entity;
- Disclosing any personal information, personally identifiable information, health-related information, protected health information and/or any other information about any other person or entity without their express consent;
- Using the Services to convey anything that could be deemed to be abusive, harassing, obscene or objectionable content in any way;
- Using the Services or using any Rove Nutrition Product for any unlawful purposes or to engage in any unlawful conduct;
- Obtaining any trade secrets, confidential, or proprietary information from or regarding Rove Nutrition;
- Introducing any malware or malicious code including viruses, trojan horses, worms, or other content or computer code that are or seek to be malicious or technologically harmful to Rove Nutrition information or systems;
- Access or use of the Services in any manner that could disable, overburden, damage, disrupt or impair the Services or interfere with any other party's access to or use of the Services or use of any device, software, computer code or routine that causes the same result;
- Framing or utilizing framing techniques to enclose the Services or any portion thereof;
- Modifying, downloading, or indexing any of the Services (except caching as necessary for viewing);
- Copying, distributing, modifying, adapting, translating, or creating any derivative works based upon all, or any portion, of the Services;
- Using any metadata, meta tags, or any other hidden text utilizing Rove Nutrition's name, trade names, trademarks, service marks and/or trade dress;
- Decompiling, disassembling, reverse engineering, or otherwise attempting to derive any source code from the Services or any Rove Nutrition Product;
- Engaging in direct, indirect, contributory, and/or joint infringement of, and/or inducing a third party to infringe upon, any patents owned by, and/or exclusively licensed to, Rove Nutrition;
- Interfering with, engaging in theft of, and/or gaining unauthorized access to the Services and/or any other devices, technologies, hardware, or software used in connection with the Services;
- Removing, defacing, obscuring, or altering any copyright, patent, trademark, or other intellectual property rights notices affixed to, or provided in connection with, the Services or any Rove Nutrition Product;
- Rendering the Services and/or data, systems, servers, and other applications inaccessible to authorized users; and/or,
- Anything other than as expressly permitted under these Terms.

Termination

Rove Nutrition reserves the right to terminate Your access to the Services and/or Your User Account and/or relationship with Rove Nutrition, with or without cause in Rove Nutrition's sole discretion. You will be given written e-mail notice of such termination; sent to the last known e-mail address that You have provided to Rove Nutrition. Rove Nutrition also reserves, in its sole discretion, the right to refuse to provide any Services to You without cause. You may terminate Your User Account and/or relationship with Rove Nutrition in accordance with the procedures provided. Upon termination of Your access to the Services and/or Your User Account and/or relationship with Rove Nutrition, You shall immediately cease accessing and using the Services. Upon such termination, all provisions of these Terms shall remain in full force and effect, excluding the provisions in which Rove Nutrition has granted You any licenses or access to the Services, which shall thereafter be terminated.

Payment of Fees

To the extent the Services, or any portion thereof, requires payment of fees, Rove Nutrition will make available a secure payment option through a third-party payment processor. The process for how fees for the Services

will be collected may be different for Insured Users and Self-Pay Users. If you have agreed to a payment plan for an ongoing subscription that is automatically renewed periodically, you hereby authorize Rove Nutrition (through the Payment Processor) to bill your payment instrument upon delivery of the Services on such periodic basis in accordance with these Terms, and you further agree to pay any charges so incurred. Payments made by you hereunder are final and non-refundable, unless otherwise determined by Rove Nutrition. If you dispute any charges, you must let Rove Nutrition know within sixty (60) days after the date that we charge your account. You will be responsible for all taxes associated with the Services.

Pricing Changes.We reserve the right to change Rove Nutrition's price for the Services. If we change the price for the Services, you will be notified of the change through email, on the App, or through other reasonable method of notice. Your continued use of the Service after the price change becomes effective constitutes your agreement to pay the changed amount.

Payment Processing

To facilitate payment by Users of our Services, Rove Nutrition provides the services of a payment processor. These payment processing services are provided by the Payment Processor and are subject to the applicable Payment Processor's terms and conditions, privacy policy, and all other relevant agreements (collectively, the "Payment Processor Agreements"). By agreeing to these Terms of Service, Users that use the payment functions of the Service also agree to be bound by the applicable Payment Processor Agreements as may be modified by the applicable Payment Processor from time to time. You hereby authorize the applicable Payment Processor to store and continue billing your specified payment method even after such payment method has expired, to avoid interruptions in payment for your use of the Service. Please contact the applicable Payment Processor for more information. Rove Nutrition assumes no liability or responsibility for any payments you make through the Service.

Insurance

To the extent You receive the Services through Your employer, Your family member's employer, or other sponsoring organization. You understand that Your use of the Services may be subject to the terms of your insurance policy. You also understand that per such insurance policy, we may provide Your Information to Your Insurer, including information regarding whether, and to what extent You have participated in the Services. We will submit insurance paperwork or claims on your behalf to your insurance provider, but we do not guarantee that the fees we charge for our Services will be reimbursed by your insurance provider. We will work with your insurance provider to try to determine coverage and payment for the Services; however, you are responsible for any of our charges which are not covered by insurance.

Text Messaging Service and Electronic Communications

Rove Nutrition may contact You through SMS/MMS text messaging which allows Rove Nutrition to efficiently exchange information with Users of the Services. You are not required to participate in the Text Service in order to use the Services. You understand that communications, including those involving PHI, between You and Rove Nutrition by email and using text messaging may not be encrypted. By using the Services, you consent to receive phone and video calls from a live representative, prerecorded calls, and information from us via SMS/MMS messages sent through an automated telephone dialing system ("Text Service"), even if you have opted into the National Do Not Call List, any state Do not Call List, or the internal Do Not Call List of any company. You may be required to respond to an initial message as instructed to complete your registration and confirm enrollment in the Text Service. Message frequency will vary depending on your activity using the Services. Rove Nutrition communications may include, but are not limited to notices, alerts, reminders or updates on your appointments, marketing and promotional communications related to the Services.

By subscribing to our text service, via SMS/MMS, you consent to receive text messages at the mobile number you provided using automated technology from or on behalf of Rove Nutrition via a short code. You understand that your consent to the text service is not a condition of access to the Services. When you opt-in to the text service, we will send you a text message to confirm your agreement to receiving communications via text messaging. Message frequencies will vary.

You can cancel the messaging service at any time by texting "STOP" in response to a text communication from Rove Nutrition. After you send the text or message "STOP" to us, we will send you text message to confirm

that you have been unsubscribed from the messaging service and you will no longer receive text messages from us. If you want to rejoin the text service, just sign up as you did the first time, and we will start sending texts or messages to you again. If at any time you forget what keywords are supported within the messaging service, just text the word "HELP" and we will respond with instructions on how to use the text service as well as how to unsubscribe.

There are no additional charges for the Text Service, but your mobile carrier's standard message and data rates apply to any messages you send or receive through the Text Service, including confirmations and subsequent texts. Your carrier may prohibit or restrict certain mobile features and certain mobile features may be incompatible with your carrier or mobile device. We are not liable for any delays in the receipt of, or any failures to receive, any SMS/MMS messages, as delivery is subject to effective transmission by your mobile carrier and compatibility of your mobile device. Please contact your mobile carrier if you have any questions regarding these issues or your mobile data and messaging plan.

In the event you change or deactivate your mobile telephone number, you agree to promptly update your Rove Nutrition account information to ensure that your text messages are not sent to the person that acquires your old number. For all other questions about the services provided by this messaging service (short code), you can email Rove Nutrition at: support@rovenutrition.com

INTELLECTUAL PROPERTY RIGHTS

Ownership of the Services. All copyrightable content and other materials contained within or on, or used in connection with, the Services including, but not limited to, all intellectual property and technology of the Rove Nutrition Services, including the text, graphics, logos, the "look and feel" of the Services, button icons, pictures, images, audio recordings and files, video recordings and files, software, data, routines, documentation, literary works, and compilations are owned by, or licensed by third parties to, Rove Nutrition and are protected by copyright, trademark and other intellectual property laws. All patent rights, copyrights, trademark rights, trade dress rights, trade secret rights and other intellectual property and other rights applicable to the Services and any Rove Nutrition Products are owned by Rove Nutrition and/or its licensors, and as between You and Rove Nutrition, Rove Nutrition retains ownership of all such rights.

Trademarks. The word marks and logos used to identify Rove Nutrition as a source of the Services and the Rove Nutrition Services or Products are trademarks and service marks owned exclusively by Rove Nutrition. Any and all aspects of the Rove Nutrition Services and Products (including, but not limited to product design) that qualify as trade dress are owned exclusively by Rove Nutrition. Rove Nutrition's trademarks, service marks and/or trade dress are protected by trademark laws of the United States and other countries throughout the world. You are not permitted to use in any way any of Rove Nutrition's trademarks, service marks or trade dress.

THIRD-PARTY MATERIALS OR CONTENT

The Services may display, include, or make available websites, content, applications, information, or other materials owned and operated by third-party vendors, affiliates, partners, licensees, or licensors of Rove Nutrition (collectively, "**Third-Party Materials or Content**"). Rove Nutrition is not responsible for any Third-Party Material or Content and such Third-Party Material or content may not be deemed to be endorsed or recommended by Rove Nutrition. Your use of any Third-Party Materials or Content is at Your own risk. You acknowledge and agree that Rove Nutrition is not responsible for examining or evaluating, does not warrant the offerings of, and does not assume any responsibility or liability for the actions, content, products, or services of, contained on or provided by Third-Party Materials or Content, including, without limitation, the applicable third party's privacy policies, compliance with HIPAA or other laws and regulations and/or terms of use. You should carefully review the privacy policy and terms of use applicable to all Third-Party Materials or Content and other websites that You may visit.

INDEMNIFICATION

You agree to defend, indemnify and hold Rove Nutrition, its subsidiaries and affiliates, and their directors, members, managers, officers, employees, agents, independent contractors, attorneys, partners, licensors and licensees, harmless for, from, and against any loss, damages or costs, including reasonable attorneys' fees, resulting from any third party claim, action, or demand arising from and/or related to (i) Your use of the

Services, (ii) Your breach of any duty or obligation that You have under these Terms, (iii) Your violation of any applicable laws, and/or (iv) Your violation of the rights of another. Rove Nutrition will provide notice to you of any such claim, suit, or proceeding. We reserve the right to assume the exclusive defense and control of any matter which is subject to indemnification under these Terms, and you agree to cooperate with any reasonable requests to assist us in the defense of any such matter.

DISCLAIMER

Except as set forth herein, the Services are provided "as is" and "with all faults" and Rove Nutrition makes no representations or warranties of any kind whatsoever, expressed, or implied, including but not limited to implied warranties of merchantability, non-infringement, suitability, fitness for a particular purpose and/or treatment outcome, with respect to Services, except to the extent that applicable law precludes disclaimer of any such implied warranties. Rove Nutrition hereby disclaims all express or implied warranties and guaranties to the fullest extent not prohibited by any applicable law. We make no warranty or representation and disclaim all responsibility and liability for:

- The completeness, accuracy, availability, timeliness, security, or reliability of the Services;
- Any harm to Your computer system, loss of data, or other harm that results from Your access to or use of the Services;
- The operation or compatibility with any other application or any particular system or device;
- Whether the Services will meet Your requirements or be available on an uninterrupted, secure, or error-free basis; and
- The deletion of, or the failure to store or transmit, Your data and other communications maintained by the Services. No advice or information, whether oral or written, obtained from us or through the Services, will create any warranty or representation not expressly made herein.

LIMITATION OF LIABILITY

YOU EXPRESSLY ACKNOWLEDGE, UNDERSTAND AND AGREE ON BEHALF OF YOURSELF, YOUR MINOR CHILD AND/OR ANY OTHER PERSON OR ENTITY FOR WHOM YOU ARE ACTING THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ROVE NUTRITION, ITS AFFILIATES, AND THEIR DIRECTORS, MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, ATTORNEYS, PARTNERS, LICENSORS AND LICENSEES WILL NOT BE RESPONSIBLE OR LIABLE TO YOU, YOUR MINOR CHILD AND/OR ANY OTHER PERSON OR ENTITY (WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL OR EQUITABLE THEORY), UNDER ANY CIRCUMSTANCES, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF ROVE NUTRITION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU ALSO AGREE THAT ROVE NUTRITION IS NOT RESPONSIBLE FOR ANY DAMAGES OR OTHER HARM YOU, YOUR MINOR CHILD AND/OR ANY OTHER PERSON OR ENTITY SUFFERS AS A RESULT OF ANY ACTS, OMISSIONS AND/OR HEALTH CARE DECISIONS OF ANY PHYSICIAN OR OTHER HEALTH CARE PROVIDER. YOU ACKNOWLEDGE AND AGREE THAT THERE ARE RISKS INHERENT TO THE TRANSMISSION OF PERSONAL INFORMATION, INCLUDING PHI, ELECTRONICALLY OVER THE INTERNET AND STORED ON ANY COMPUTER, SERVER, OR OTHER ELECTRONIC MEMORY DEVICE, AND THAT ROVE NUTRITION IS NOT RESPONSIBLE FOR ANY LOSSES, CORRUPTION, DAMAGE, OR HARM TO YOU, YOUR INFORMATION, AND/OR YOUR CONFIDENTIALITY OR PRIVACY RESULTING FROM ANY UNAUTHORIZED DATA BREACH. YOU ACKNOWLEDGE ON BEHALF OF YOURSELF, YOUR MINOR CHILD AND/OR ANY PERSON OR ENTITY FOR WHOM YOU ARE ACTING THAT IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF ROVE NUTRITION TO YOU, YOUR MINOR CHILD, ANY PERSON FOR WHOM YOU ARE ACTING, AND ANY OTHER PERSON OR ENTITY FOR ANY CLAIM OR CLAIMS, IN THE AGGREGATE, EXCEED ONE THOUSAND DOLLARS (\$1,000.00) OR THE AMOUNT PAID BY YOU TO ROVE NUTRITION FOR THE SERVICES IN THE LAST SIX (6) MONTHS, WHICHEVER IS GREATER.

IF YOU ARE A USER FROM NEW JERSEY, THE FOREGOING SECTIONS TITLED "INDEMNIFICATION", "DISCLAIMER" AND "LIMITATION OF LIABILITY" ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE

SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION WILL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS. IN ADDITION, SOME OTHER JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OR EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU OR BE ENFORCEABLE WITH RESPECT TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS.

This section includes an arbitration agreement and an agreement that all claims will be brought only in an individual capacity (and not as a class action or other representative proceeding). You may opt out of the arbitration agreement by following the opt out procedure described below.

Pre-Arbitration Dispute Resolution

Rove Nutrition values our customers and when a dispute arises, we wish to resolve the dispute efficiently and amicably if possible. Most customer concerns can be resolved quickly by sending us an email to: support@rovenutrition.com with an explanation of the dispute and attaching any relevant information for us to review. You agree that in the event of any dispute between You and Rove Nutrition, You will first contact us and make a good faith, sustained effort to resolve the dispute. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send us, by certified mail, a written Notice of Dispute (“Notice”). The Notice to Rove Nutrition should be sent to: 270 Sylvan Ave, Suite 2260, Englewood Cliffs, N.J. 07632 (“Notice Address”). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If You and Rove Nutrition do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Rove Nutrition may commence an arbitration proceeding.

Arbitration Agreement

You agree that any and all disputes or claims that have arisen or may arise between you and Rove Nutrition, whether arising out of or relating to these Terms, the Services, any advertising or marketing, or any aspect of the relationship or transactions between the parties, will be resolved exclusively through final and binding arbitration in accordance with the terms of this Arbitration Agreement. This arbitration agreement does not govern any claim by Rove Nutrition regarding infringement of its intellectual property or access to the Services that is unauthorized or exceeds authorization granted in these Terms. In the event that your Claims qualify for resolution in conciliation or small claims court, you may assert such claims in that court if you so prefer. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf.

Initiating Arbitration.

If a dispute is not resolved in the pre-arbitration process, any remaining dispute, controversy, or claim (collectively, “**Claim**”) relating in any way to Your use of the Services, will be finally resolved by binding arbitration. If You wish to begin an arbitration proceeding, after following the informal dispute resolution procedure, You must send a letter requesting arbitration and describing Your claim to Rove Nutrition at: 270 Sylvan Ave, Suite 2260, Englewood Cliffs, N.J. 07632. You agree that, by accepting these Terms, you and Rove Nutrition are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. This mandatory arbitration agreement applies equally to You and to Rove Nutrition.

The Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association’s (“AAA”) rules and procedures, including the AAA’s Consumer Arbitration Rules (collectively, the “AAA Rules”), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the

AAA's consumer arbitration page, <https://www.adr.org/consumer>. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. This arbitration provision will survive any termination of these Terms.

The number of arbitrators assigned to hear Your concerns will be one. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where You live or at another mutually agreed location. The arbitration will be conducted in the English language (interpreter available upon request), in New Jersey. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Costs of Arbitration. Payment of all filing, administrative, attorney and arbitrator fees will be governed by the AAA rules or by the order of the arbitrator. If the arbitrator, or a court of law, determine that any provision of these Terms or this Arbitration Agreement (other than the subsection entitled "Class Action Waiver" is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the parties at the time of this agreement being executed. The remainder of these Terms will continue to apply. The arbitrator, and not any federal, state, or local court, will have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability, or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. However, the preceding sentence will not apply to the "Class Action Waiver" section below.

Opt-out: If You are an individual, You may opt out of this arbitration agreement, within thirty (30) days of the first date You access or use the Services, by sending an email to: support@rovenutrition.com If you opt-out of these arbitration provisions, Rove Nutrition also will not be bound by them.

Class Action Waiver Any Claim must be brought in the respective party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. If the Claim is subject to arbitration, the arbitrator will not have authority to combine or aggregate similar claims, conduct any Class Action proceeding, nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. The parties understand that any right to litigate a claim, case, or grievance in court, to have a judge or jury decide their case, or to be a party to a class or representative action, is waived and that any claims must be decided individually, through arbitration.

If this class action waiver is found to be unenforceable, then the entirety of the Arbitration Agreement, if otherwise effective, will 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. If, for any reason, a claim proceeds in court rather than in arbitration, You and Rove Nutrition each waive any right to a jury trial.

GENERAL PROVISIONS

Entire Agreement

These Terms constitute the complete agreement between You and Rove Nutrition and supersede all prior or contemporaneous discussions, representations, and proposals, written or oral, with respect to the subject matter discussed herein.

Injunctive Relief

You agree that a breach of these Terms will cause irreparable injury to Rove Nutrition for which monetary damages would not be an adequate remedy and Rove Nutrition shall be entitled to seek equitable relief in

addition to any remedies it may have hereunder or at law without posting a bond, other security, or proof of damages.

Miscellaneous

These Terms will inure to the benefit of, and will be binding upon, each party's successors and assigns. These Terms and the licenses granted hereunder may be assigned by Rove Nutrition, but may not be assigned by You, without the prior express written consent of Rove Nutrition. If any provision hereof is or becomes, at any time or for any reason, unenforceable or invalid, no other provision hereof will be affected thereby, and the remaining provisions will continue with the same effect as if such unenforceable or invalid provisions will not have been inserted herein; provided that the ability of either party to obtain substantially the bargained-for performance of the other will not have thereby been impaired. It is expressly understood that in the event either party on any occasion fails to perform any term hereof, and the other party does not enforce that term, the failure to enforce on any occasion will not constitute a waiver of any term and will not prevent enforcement on any other occasion. Nothing contained in these Terms will be deemed to constitute a designation of either party as the agent or representative of the other party or both parties as joint venturers or partners for any purpose. The headings and captions contained herein will not be considered part of the Terms but are for convenience only. The laws of the State of New Jersey, without regard to its conflicts of law rules, govern these Terms and Your use of the Services. Your use of the Services may also be subject to other local, state, national, or international laws.

Force Majeure

Rove Nutrition shall not be liable for any alleged nonperformance of any duty or obligation it may have either expressly or impliedly under these Terms (including any alleged implied covenant of good faith and fair dealing), in whole or in part, as a result of any event or series of events caused by or resulting from any of the following: (i) weather conditions or elements of nature; (ii) acts of God; (iii) acts of war, terrorism, insurrection, riots, rebellion and/or civil disorders; (iv) pandemics, epidemics, or quarantines; (v) embargoes; (vi) labor strikes; (vii) telecommunications, network, computer, server, storage device, hardware, software and/or Internet disruptions, failures or downtimes; (viii) unauthorized access to the Services and/or any telecommunications, network, computer, server, storage device, hardware, software and/or Internet systems operated by or on behalf of Rove Nutrition; and/or (ix) any other event or occurrence beyond the reasonable control of Rove Nutrition.

Modifications

We may modify these Terms at any time in which case we will update the "Last Revised" date at the top of these Terms. If we make changes that are material, we may use reasonable efforts to attempt to notify You, including by email or placing a prominent notice on the first page of the Website and within the App. However, it is Your sole responsibility to review the Terms from time to time to view any such changes. Your continued access or use of the Services after any modifications have become effective will be deemed Your conclusive acceptance of the modified Terms. If You do not agree with the modifications to the Terms, then please do not continue to access or use the Services.

You understand that You may voice grievances or complaints regarding the Services without reprisal by contacting us at the below Contact Information.

Contact Us

You may contact us regarding the Services or these Terms, including if You require information that is not available on the Services. Telephone or video calls with Rove Nutrition may be recorded or monitored. Direct all questions or concerns to Rove Nutrition at:

Email: support@rovenutrition.com

Phone: 833.663.7683

Address: Rove Nutrition LLC

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