

Introduction

Welcome to vitalitynaturalwellness.com, an online dispensary platform designed to provide Patients and their Practitioners with access to the industry's largest catalogue of professional-grade supplements.

Please read these Terms of Service and Our Privacy Statement carefully, as Your use of Our Services, including Vitality Natural Wellness and Medspa and our website, constitutes Your agreement to be bound by both these Terms of Service and the Privacy Policy.

Corporate Information

Melissa McRae D.O., Inc. is the parent company of Vitality Natural Wellness and Medspa. Questions or notices, unless otherwise specified in this Agreement, Our Privacy Statement, or applicable law, should be sent to:

Practice Manager

Vitality Natural Wellness and Medspa

42 North Main Street Suite B

Mansfield, Ohio 44902

Definitions

Throughout this Agreement, We may use certain words or phrases, and it is important that You understand their meanings. For Your convenience, We have capitalized those words or phrases that are defined in this section. Please note that the headings contained in this Agreement are for reference only.

“Agreement” means these Terms of Service and Our Privacy Policy;

“Credit Card Information” means all information required of the User to process an online financial transaction using a credit card.

“Vitality” means Vitality Natural Wellness and Medspa, Melissa K. McRae D.O., Inc., Our Site, Our Service(s), or a combination of all or some of the foregoing definitions, depending on the context of the word;

“Governmental Authority” means any national, state, provincial, local or other government—or subpart, agency or unit thereof—with jurisdiction over the sale of Product by Vitality Natural Wellness under the terms of this Agreement, or any Services furnished or received in connection with such transactions;

“Intellectual Property Rights” means all intellectual property rights, including intellectual property rights comprising or relating to: (a) inventions and patents; (b) trademarks, service marks and logos; (c) internet domain names registered by any authorized private registrar or Governmental Authority, web addresses, web pages, website and URLs; (d) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights and copyrightable works, software, code, data, data files, and databases and other specifications and documentation; (e) trade secrets; and (f) all rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of these rights or forms of protection under the Laws of any jurisdiction throughout the world with respect to any of the foregoing,

however arising in each case, whether registered or unregistered, and including all registrations and applications therefor, and renewals or extensions thereof;

“Law” means any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, governmental order, policy or other requirement or rule of law of any Governmental Authority;

“Payment Processor” means a third-party company which processes payments on behalf of Vitality Natural Wellness and Medspa;

“Patient” means a person who purchases Product(s) from Vitality Natural Wellness and Medspa - and does not represent a patient provider relationship.

“Patient Account” means a Vitality account opened by a Patient to purchase Products on the Platform;

“Platform” means Vitality’s proprietary platform through which Vitality delivers Services;

“Products” means those items Purchased by Patients on the Vitality Platform;

“Sale Price” is the price that is charged by Vitality Natural Wellness to Patient;

“Services” refers to the services that We provide or arrange for through Our Site, including Our Site itself, all services provided to Patients including, order processing, payment collection and processing, shipping and tracking, website hosting, and any other support services provided for Patients;

“Site” refers to Our website, www.vitalitynaturalwellness.com and the Platform and includes Health Professionals’ websites hosted by Us;

“User” refers to Patients, and general visitors to Vitality’s Site;

“We”, “Us”, or “Our” refers to Vitality Natural Wellness and Medspa; and

“You” or “Yours” refers to you, the individual User who is entering into this Agreement with Vitality.

Eligibility

In order to use Our Service, You must meet a number of conditions, including but not limited to:

- You must not be in violation of any embargoes, export controls, or other Laws of Canada or the United States of America or other countries having jurisdiction over this Agreement, Vitality Natural Wellness, or You.
- You must have reached the minimum age required to enter into a contract in the area in which You reside.
- You must provide Us with accurate personal information, payment information, and other information that We deem necessary to provide You with Our Services.

Right to Access and Rules of Use

Subject to the terms and conditions of this Agreement, Vitality Natural Wellness and Medspa hereby grants to You, so long as Your Patient Account is in good standing with Us, a limited, personal, revocable, non-exclusive, non-transferable right to access and use the Site solely for your individual personal use as a Patient of a Health Professional.

In addition to meeting the eligibility requirements discussed above, Users agree to comply with the following rules governing Your use of Our Services:

- You shall not be permitted to re-sell products purchased on our site.
- You shall not post or send anything violent, indecent, obscene, threatening, pornographic, racist, hateful, libelous, defamatory or which discloses private or personal matters concerning any person other than yourself, or otherwise objectionable, as determined in the exclusive discretion of Vitality.
- You shall refrain from the making of any fraudulent or negligent representations related to Vitality, the Product(s), or Our Services.
- You shall not infringe on anyone's Intellectual Property Rights (including Vitality's Intellectual Property Rights), defame anyone, impersonate anyone, or otherwise violate the rights of a third party.
- Except as expressly provided in this Agreement, You shall not use, modify, republish, frame, print, display, perform, reproduce, license, transfer, sell, assign, post, transmit, distribute, reverse engineer, create derivative works from, or otherwise exploit any content or information from the Site, in whole or in part, without Our express written permission.
- You may not do anything else which, in Vitality's sole discretion, may bring Vitality or any of its Users into disrepute, or endanger the business or safety of Vitality or any third party.
- You must observe all directions and instructions given by Supplier in relation to the Product, including labeling, branding, directions, dosage, storage, and other directions.
- You shall comply with all applicable Laws of any Governmental Authority with jurisdiction over Your actions, including the Laws applicable to any jurisdiction to which You arrange for the shipment of Product.

- You cannot resell the Products You purchase to any third party.
- You shall not hack, crack, phish, SQL inject, or otherwise compromise the confidentiality, integrity, or availability of the Vitality's Site, Service, or its Users' computers, including, without limitation, viruses, worms, time bombs, Trojan horses or any other contaminating or destructive code.
- You shall not use any robot, spider, or other automatic or manual device or process for the purpose of harvesting or compiling information on the Site.
- You shall not permit any other person (other than an agent acting on your behalf and subject to your direct supervision) to access the Services using Your Patient Account information for any purpose.
- You shall not interfere with other Users' use of the Services, including, without limitation, spamming or otherwise using abusive tactics related to deter others from facilitating transactions.
- You may not post or transmit charity requests, petitions for signatures, chain letters or letters relating to pyramid schemes. You may not post or transmit any advertising, promotional materials or any other solicitation of other Users to use goods or services that are not otherwise authorized as Products offered by Vitality.

Our provision of Services to You is contingent on Your agreement with this and all other sections of this Agreement.

You hereby expressly acknowledge that You are solely and exclusively responsible for Your compliance with any and all applicable Laws and that Vitality does not purport to offer any advice or information concerning potentially applicable Laws or compliance therewith. The reference to specific laws or regulations in this section or elsewhere in this Agreement shall not be read or construed to imply that such laws or regulations are applicable to You, nor that other laws or regulations are not applicable to You. It is Your

responsibility to consult with appropriate legal counsel as necessary to ensure that You are informed of and in compliance with all applicable Laws.

Accounts and Passwords

Certain features or services offered on or through the Site may require You to open a Patient Account (including setting up a username and password).

YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR ACCOUNT INFORMATION, INCLUDING YOUR PASSWORD, AND FOR ANY AND ALL ACTIVITY THAT OCCURS UNDER YOUR ACCOUNT. YOU AGREE TO NOTIFY VITALITY IMMEDIATELY OF ANY UNAUTHORIZED USE OF YOUR ACCOUNT OR PASSWORD. YOU MAY NOT USE THE ACCOUNT, USER NAME OR PASSWORD OF ANY OTHER INDIVIDUAL OR COMPANY AT ANY TIME WITHOUT THE EXPRESS WRITTEN PERMISSION AND CONSENT OF THE HOLDER OF THE ACCOUNT, USERNAME OR PASSWORD. VITALITY WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM YOUR FAILURE TO COMPLY WITH THIS SECTION.

Patients are required to provide valid Credit Card Information to register, where the registered credit card will be used for payment of Products ordered through the Service. Patients shall promptly advise Vitality if their Credit Card Information changes due to loss, theft, cancellation, expiry or otherwise and Patients shall be liable for any failure to pay fees attributable to such Credit Card Information.

Payments and Sales Tax

We reserve the right to charge and collect for additional fees from the Patient such as shipping and handling and restocking fees. The Platform, in partnership with the Payment Processor, will process payments by Patients and will distribute from the proceeds, Vitality's fees, sales tax and shipping and handling fees, and the remaining proceeds are distributed to the Practitioner Seller's bank account, where applicable.

Catalogue and Product Descriptions

All features, specifications, Products and prices of Products described on Vitality are subject to change at any time without notice. We make no representation as to the completeness, accuracy, or currency of any information on Vitality. We reserve the right to make changes to information about price, description, or availability without notice. We have made every reasonable effort to display as accurately as possible the packaging of products that appear on Vitality. The inclusion of any products or services on Vitality does not imply or warrant that these Products or services will be available at any particular time.

Purchasing Orders

Vitality reserves the right to limit quantities of Products available for sale or sold as well as the right at any time to reject, correct, cancel or terminate any order for any reason whatsoever.

If the price of any Product ordered was incorrectly displayed on Vitality, we will provide Patient with an opportunity to place an order at the correct price. Vitality also reserves the right to refuse any order placed with us.

Advertisements of Products for sale on Vitality are invitations to Patients to make offers to purchase Products and are not offers to sell. Patients' properly completed and submitted orders constitute a Patient's offer to purchase the Products referenced in the order. An order is deemed to be accepted only if You receive a confirmation on the Vitality platform, or to Your email address, indicating that the order has been processed.

Payment Terms

The prices for Products are set out on Vitality's site and all other applicable amounts, charges and taxes are indicated when Patient makes a purchase. Unless otherwise stated, all invoiced amounts are due upon receipt and processed immediately upon purchase confirmation using the Credit Card Information on file for Patient. By making a purchase, Patient authorizes their Credit Card Information to be provided to Vitality's Payment Processor. Patient acknowledges and agrees that any terms of service of the Payment Processor will govern Patient's agreement and interactions with the Payment Processor and that the terms of this Agreement do not govern such interactions.

Unless otherwise stated, all fees are quoted in USD for Patients in the United States. Receipts for purchased Products will be delivered to the Patient via Vitality or the email address associated with Patient's Account.

Shipping

Vitality Natural Wellness will ship Product in accordance with any Supplier instructions. Shipping policies related to delivery time and/or method may vary.

Chargebacks

If a chargeback or other payment reversal is initiated by a Patient, or a payment from a Patient is not successful, and the Product in relation to that payment is nonetheless shipped to the Patient, Patient agrees that it is jointly and severally liable to Vitality Natural Wellness for the amount which Vitality has actually lost as a result of that transaction.

Our Intellectual Property Rights

The Site contains copyrighted material, trademarks (including but not limited to the Vitality Natural Wellness and Medspa trademark), service marks, trade dress, and other proprietary content, including but not limited to, text, software, applications, sound, photographs, buttons, images, logos, video, and graphics (the “Content”), and the entire selection, coordination, arrangement and “look and feel” of the Site and the Content are copyrighted as a collective work under copyright laws.

Vitality’s Content is important because it distinguishes Vitality from competitors and other websites in general, both to customers and to search engines. You agree not to copy, distribute, display, disseminate, or otherwise reproduce any of the information on the Site, without receiving Our prior written permission. You further agree not to remove, alter or obscure any proprietary notice or legend of Vitality, its suppliers or licensors.

Neither this Agreement nor Your use of the Site transfers any right, title or interest in the Site, Content, or Intellectual Property Rights to You. We and Our third-party licensors retain all of Our and their respective right, title, and interest to the Site, Content, and Intellectual Property Rights. Any rights not expressly granted are reserved.

Revocation of Consent

We may revoke Our consent for Your use of Our Content, or any other permission granted to You under this Agreement, at any time. You agree that if We so request, You must take immediate action to remove any usage of Our Content that You may have engaged in, even if it would cause a loss to You.

Copyright & Trademark Infringement

We take copyright and trademark infringement very seriously. If You believe that a Health Professional or other User has infringed on Your intellectual property rights in the United States, please notify Us immediately by sending full details to info@vitalitynaturalwellness.com. When notifying Us of the alleged copyright infringement please provide Us with the following information:

1. a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright interest that is claimed to have been infringed;
2. identification of the copyrighted work alleged to have been infringed;
3. a description of the material that is claimed to be infringing and information sufficient to locate the material on the Site;
4. information sufficient to contact the complaining party, such as a physical address, telephone number, and, if available, an electronic mail address;
5. a statement that the complaining party has a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
6. a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on the copyright owner's behalf.

If We in good faith believe material to infringe a copyright or otherwise violate any Intellectual Property Rights, We will remove or disable access to such material.

Please be advised that false reports of infringement are defamatory and actionable, and a User affected by such false reports may seek an award of damages from You if such a report is made.

Libel and Slander

Defamation is prohibited by these Terms of Service, and We request that You notify Us at info@vitalitynaturalwellness.com if You believe any Content on the Site is defamatory.

If in the United States, You agree to bring an action for libel in the state and federal courts located in Wilmington, Delaware within one (1) year from the date the allegedly libelous act occurred or be deemed forever waived.

Disclaimer of All Warranties

ALL PRODUCTS AND SERVICES ARE PROVIDED BY VITALITY AND PAYMENT PROCESSOR "AS IS," AND WE HEREBY DISCLAIM ANY IMPLIED REPRESENTATION, CONDITION OR WARRANTY WHATSOEVER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VITALITY MAKES NO WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PRODUCTS, CONTENT OR SERVICES, INCLUDING THOSE SERVICES PROVIDED BY THE PAYMENT PROCESSOR, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, ACCURACY, COMPLETENESS, VALIDITY, TIMELINESS,

NON-INFRINGEMENT, RESULTS, OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE OPERATION OF THE SITE OR THE PROVISION OF THE SERVICES WILL BE AVAILABLE, UNINTERRUPTED OR ERROR-FREE OR THAT ALL ERRORS WILL BE CORRECTED OR THAT THE SITE OR SERVICES WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER CODE THAT MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES.

BECAUSE SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, THESE EXCLUSIONS MAY NOT APPLY TO YOU.

Indemnity and Limitation of Liability

You hereby agree to defend, indemnify, and hold Vitality, along with its affiliates, subsidiaries, directors, officers, agents and employees, (collectively, the “Protected Parties”) harmless for any and all damages, costs, claims, liabilities, losses, fees and expenses incurred by Vitality or a third party arising from or related to Vitality’s provision of Services to You or on Your behalf, including but not limited to any breach of a representation or warranty of this Agreement or Your use of Our Site or Services. You agree that this duty to defend extends to requiring You to pay for Our reasonable attorneys’ fees, court costs, expert witness fees and disbursements.

You agree that We are not responsible in any way for damages caused by third parties who may use Our Services or who provide Products or Services through the Site, including but not limited to people who commit intellectual property infringement, defamation, tortious interference with economic relations, or any other actionable conduct towards You. Further, You agree that We are not responsible for any fraud, malpractice, negligence, or other torts by any third party.

THE TOTAL LIABILITY OF THE PROTECTED PARTIES, IF ANY, FOR LOSSES OR DAMAGES SHALL NOT EXCEED THE AGGREGATE AMOUNTS PAID BY THE USER FOR PRODUCTS PURCHASED FOR THE SIX MONTH PERIOD IMMEDIATELY PRECEDING THE TIME WHEN THE CLAIM AROSE. IN NO EVENT SHALL ANY OF THE PROTECTED PARTIES BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE ARISING FROM ANY USE OF THE SERVICE OR THE PRODUCTS EVEN IF THE PROTECTED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NONE OF PROTECTED PARTIES WILL BE LIABLE OR HAVE ANY RESPONSIBILITY OF ANY KIND FOR ANY LOSSES, DAMAGE OR DESTRUCTION OF DATA, INCLUDING, WITHOUT LIMITATION, LOSS OF ALL YOUR ACCOUNT INFORMATION OR LOSS OF YOUR PRODUCT ORDER INFORMATION, THAT AND DAMAGES OR LOSSES YOU INCUR IN THE EVENT OF ANY FAILURE OR INTERRUPTION OF THE SERVICE OR RESULTING FROM THE ACT OR OMISSION OF ANY OTHER PARTY INVOLVED IN MAKING THE SERVICE AVAILABLE TO YOU OR COLLECTING THE DATA CONTAINED THEREIN, OR FROM ANY OTHER CAUSE RELATING TO YOUR ACCESS TO OR YOUR INABILITY TO ACCESS THE SERVICE, WHETHER OR NOT THE CIRCUMSTANCES GIVING RISE TO SUCH CAUSE MAY HAVE BEEN WITHIN THE CONTROL OF ANY OF THE PROTECTED PARTIES. IF ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE; ALL

LIMITATIONS OF LIABILITY, DISCLAIMERS OF LIABILITY, AND EXCLUSIONS OF LIABILITY SHALL REMAIN IN EFFECT.

For jurisdictions that do not allow Us to limit Our liability: Notwithstanding any provision of these Terms, if Your jurisdiction has provisions specific to waiver or liability that

conflict with the above then Our liability is limited to the smallest extent possible by Law. Specifically, We do not disclaim liability which is not lawful to exclude, either now or in the future.

The provisions of this Section are for the benefit of the Protected Parties. Each of the Protected Parties shall have the right to assert and enforce those provisions directly against you on its own behalf.

IF YOU ARE A RESIDENT OF A JURISDICTION THAT REQUIRES A SPECIFIC STATEMENT REGARDING RELEASE THEN THE FOLLOWING APPLIES. AS PART OF THIS AGREEMENT, CALIFORNIA RESIDENTS MUST, AS A CONDITION OF THIS AGREEMENT, WAIVE THE APPLICABILITY OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." YOU HEREBY WAIVE THIS SECTION OF THE CALIFORNIA CIVIL CODE. YOU HEREBY WAIVE ANY SIMILAR PROVISION IN LAW, REGULATION, OR CODE THAT HAS THE SAME INTENT OR EFFECT AS THE AFOREMENTIONED RELEASE.

Data Privacy & Security

Our privacy & security practices, as outlined in Our Privacy Statement and this Agreement, covers only those activities that are subject to all applicable provisions of the United States of America federal, and state privacy laws. Vitality's policy is to operate in compliance with the privacy legislation within each jurisdiction in which we operate.

Force Majeure

You agree that We are not responsible to You for anything that We may otherwise be responsible for, if it is the result of events beyond Our control, including, but not limited to, acts of God, war, insurrection, riots, terrorism, crime, labor shortages (including lawful and unlawful strikes), embargoes, postal disruption, communication disruption, unavailability of payment processors, failure or shortage of infrastructure, shortage of materials, or any other event beyond Our control.

Severability

In the event that a provision of this Agreement is found to be unlawful, conflicting with another provision of the Agreement, or otherwise unenforceable, the Agreement will remain in force as though it had been entered into without that unenforceable provision being included in it.

If two or more provisions of this Agreement are deemed to conflict with each other's operation, Vitality shall have the sole right to elect which provision remains in force.

Non-Waiver

Vitality reserves all rights afforded to Us under this Agreement as well as under the provisions of any applicable Laws. Our non-enforcement of any particular provision or provisions of this Agreement or any applicable Laws shall not be construed as a waiver of the right to enforce that same provision under the same or different circumstances at any time in the future.

Termination & Cancellation

We may terminate Your Patient Account, access to the Site, or Our Services to You at Our sole discretion without explanation or prior notice, though We may, in our discretion, provide a timely explanation. Our liability for refunding You, if You have paid anything to us, will be limited to the amount You paid for goods or services which have not yet been and will not be delivered, except in cases where the termination or cancellation was due to Your breach of this Agreement, in which case You agree that We are not required to provide any refund or other compensation whatsoever.

Under no circumstances, including termination or cancellation of Our Services to You, will We be liable for any losses related to actions of other Users.

Third Party Payment Service Provider

Vitality uses a third party Payment Processor for certain payment services (e.g. card acceptance, merchant settlement, and related services). By making use of some or all of these payment services available through Vitality, You agree to be bound by the applicable Payment Processor terms and conditions and privacy policy.

You hereby consent to and authorize Us to delegate the authorizations and share the information You provide to Us with the Payment Processor(s) to the extent required to provide the Services to You.

Assignment of Rights

You may not assign Your rights and/or obligations under this Agreement to any other party without Our prior written consent. We may assign Our rights and/or obligations under this Agreement to any other party at Our discretion.

User Representations. You represent and warrant that you are the age of majority in the state or province in which You reside and that You possess the legal right and ability to enter into this Agreement and to use the Services in accordance with the terms of this Agreement. If You are not of majority age, You may have a parent or guardian accept this Agreement on Your behalf. You agree to be financially responsible for your use of the Service (as well as for use of Your Account by others (whether authorized or unauthorized), including use by any minors under your legal care) and to comply with Your responsibilities and obligations as stated in this Agreement.

Updates to this Agreement

We may update this Agreement from time to time. If We modify the terms of this Agreement, We will post the revised version here, with an updated revision date. You agree to visit these pages periodically to be aware of and review any such revisions.

If We make material changes to our Terms of Service, We may also notify You by other means prior to the changes taking effect, such as by posting a notice on our websites or sending You a notification. By continuing to use Our website after such revisions are in effect, You accept and agree to the revisions and to abide by them.

These Terms of Service were revised and posted as of April 5, 2021.