

# TERMS OF USE

This website, and the various content, features, and services offered on this website (collectively, the "Site"), is owned and/or operated by Invani Japan, LLC or a related entity ("Company," "we," or "us"). This Terms of Use Agreement ("Agreement" or "Terms of Use") sets forth the agreement between Company and each user ("you" or "user") governing your use of this Site. Please read this Agreement carefully before using this Site. By using this Site, you agree to be bound by the terms and conditions contained in this Agreement. If you do not agree to the terms and conditions contained in this Agreement, you may not access or otherwise use this Site.

If you are an Invani affiliate, your use of this Site is also subject to the terms of your affiliate agreement and any related policies or agreements.

The terms of this Agreement may change from time to time. We encourage you to check this page periodically for any changes. Your continued use of the Site following the posting of changes to these terms will mean you accept those changes. In addition, certain areas of the Site may be subject to additional terms of use that we make available for your review. By using such areas, or any part thereof, you are expressly indicating that you have read and agree to be bound by the additional terms of use applicable to such areas. In the event that any of the additional terms of use governing such area conflict with these terms, the additional terms will control.

## THIS SITE IS FOR INFORMATIONAL PURPOSES AND DOES NOT PROVIDE MEDICAL ADVICE

All information contained on the Site, including information relating to medical and health conditions, products, and treatments, is for informational purposes only. It is often presented in summary or aggregate form. It is not meant to be a substitute for the advice provided by your own physician or other medical professionals, or any information contained on or in any product packaging or labels. YOU SHOULD NOT USE THE INFORMATION CONTAINED ON THIS SITE FOR DIAGNOSING A HEALTH PROBLEM OR PRESCRIBING A MEDICATION, EVEN FOR YOURSELF. YOU SHOULD CAREFULLY READ ALL INFORMATION PROVIDED BY THE MANUFACTURER OF THE PRODUCTS ON OR IN THE PRODUCT PACKAGING AND LABELS BEFORE USING ANY PRODUCT PURCHASED ON THIS SITE. YOU SHOULD ALWAYS CONSULT YOUR OWN PHYSICIAN AND MEDICAL ADVISORS PRIOR TO BEGINNING ANY SUPPLEMENT PROGRAM OR IF YOU HAVE HEALTH CONCERNS OR ISSUES.

By accessing this Site and becoming a user you certify that you are 18 years of age or older. If you are under the age of 18 but are at least 13 years old, you may use this Site only under the supervision of a parent or legal guardian who has agreed to be bound by these Terms of Use on your behalf.

# PROPRIETARY RIGHTS

You acknowledge and agree that all content included on or through the Site, including, but not limited to, text, graphics, logos, buttons, icons, images, software, and the selection and





arrangement thereof (collectively, "Materials"), is the property of Invani or its licensors or related entities and is subject to and protected by United States and international copyright and other intellectual property laws and rights. All rights to the Materials not expressly granted in this Agreement are reserved to their respective copyright owners. Except as expressly authorized by this Agreement or on the Site, you may not copy, reproduce, distribute, republish, download, perform, display, post, transmit, exploit, create derivative works, or otherwise use any of the Materials in any form or by any means without the prior written authorization of Invani or the respective copyright owner. Invani authorizes you to view and download the Materials only for personal, non-commercial use, provided that you keep intact all copyright and other proprietary notices contained in the original Materials.

The trademarks, service marks, trade names, trade dress, and logos (collectively, "Marks") contained or described on this Site are the sole property of Invani and/or its suppliers, licensors, or related entities and may not be copied, imitated, or otherwise used, in whole or in part, without the prior written authorization of Invani and/or its suppliers, licensors, or related entities.

## **USE OF SERVICES AND PROHIBITED ACTIVITIES**

In connection with your use of this Site, you acknowledge and agree that you will not: (1) copy; reverse engineer; reverse assemble; otherwise attempt to discover the source code; distribute; transmit; display; perform; reproduce; publish; license; create derivative works from; transfer; or sell any information, software, products, or services obtained through the Site; (2) access the Site by any means other than through the standard industry-accepted or Invani-provided interfaces; (3) post or transmit any material that contains a virus or corrupted data; (4) delete any author attributions, legal notices, or proprietary designations or labels; (5) violate any applicable local, state, national or international law, rule, or regulation or use the Site for any purpose that is prohibited by these terms and conditions; (6) manipulate or otherwise display the Site by using framing or similar navigational technology; (7) register, subscribe, or unsubscribe any party for any Invani product or service if you are not expressly authorized by such party to do so; (8) use the Site in any manner that could damage, disable, overburden, or impair Invani's servers or networks or interfere with any other user's use and enjoyment of the Site; (9) gain or attempt to gain unauthorized access to any of the Site, accounts, computer systems, or networks connected to Invani through hacking, password mining, or any other means; (10) obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site or harvest or otherwise collect information about other users without their consent.

# **INVANI AFFILIATES**

Invani affiliates are independent third-party contractors of Invani and Invani is not responsible or liable for the statements, acts, or omissions of such affiliates, whether in connection with this website or in any other context. You acknowledge and agree that Invani has no control over and is not responsible or liable for any information, in any medium, provided to you by an affiliate. Invani does not confirm the accuracy or reliability of any materials created or distributed by affiliates in any medium, including, but not limited to, the internet.





#### **COMMERCIAL TRANSACTIONS**

Certain products or services may be offered for sale on the Site. In the event you wish to purchase or subscribe to any of these products or services, you will be asked by Invani or an authorized third party to supply certain information, including, without limitation, your full name, address, telephone number, and credit card information. You agree to provide us or such third party with the foregoing information as well as any other mandatory information that is accurate, complete, and current, and to comply with the terms and conditions of any agreement that you may enter into governing your purchase of the product or service. You shall be responsible for all charges incurred through your account as well as for paying any applicable taxes.

By providing Invani with your credit card number and associated payment information, you agree that Invani and/or our third party service providers are authorized to immediately invoice your account for all fees and charges due and payable to us as a result of your order, including, but not limited to service fees, subscription fees, or any other fee or charge associated with your access to the services and/or purchase of products. In the event that access to an applicable service requires a recurring payment, you agree that we (or our third-party payment service provider) may automatically invoice your account at the beginning of each recurring period. We reserve the right to increase charges and fees or to institute new charges or fees at any time upon reasonable advance notice communicated to you through a posting on the applicable Site or such other means as we may deem appropriate from time to time (including electronic mail or conventional mail). You agree to immediately notify Invani of any change in your billing address or the credit card used for payment hereunder. Your right to use a paid service or a specific product is conditional upon our receipt of payment. If payment cannot be charged to your credit card or if a charge is refunded for any reason, including chargeback, we reserve the right to either suspend or terminate your access and account.

In the event a product or service is listed at an incorrect price due to typographical error or error in pricing information received from our suppliers or providers, Invani shall have the right to refuse or cancel any orders placed for products or services listed at the incorrect price. Invani shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, Invani shall immediately issue a credit to your credit card account in the amount of the incorrect price.

You agree that in the event we are unable to collect the fees you owe us for the products or services specified in your order, we may take any other steps we deem necessary to collect such fees from you, and that you will be responsible for all costs and expenses incurred by us in connection with such collection activity, including collection fees, interest, court costs, and attorney's fees. To review the billing terms on your account or to terminate a subscription service, follow the instructions in the "Contact Us" section of this website.

# ACCOUNTS, PASSWORDS, AND SECURITY

If the Site requires you to open an account, you must complete the registration process by providing Invani with current, complete, and accurate information, as prompted by the





applicable registration form. You acknowledge that by providing any information to Invani which is untrue, inaccurate, not current, or incomplete, Invani reserves the right to terminate your access and use of the Site. As part of the registration process, you will be asked to select a username and password. You are entirely responsible for maintaining the security and confidentiality of your account and password. FURTHERMORE, YOU ARE ENTIRELY RESPONSIBLE FOR ANY AND ALL ACTIVITIES AND CONDUCT, WHETHER BY YOU OR ANYONE ELSE, THAT ARE CONDUCTED THROUGH YOUR ACCOUNT. You agree to notify Invani immediately of any unauthorized use of your account or any other breach of security. Neither Invani nor its licensors will be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. You may be held liable for any losses incurred by Invani, its licensors, or another party due to someone else using your account or password.

#### **PRIVACY**

You agree that you have read and understand the terms of Invani's Privacy Policy, which can be accessed here or at the bottom of the page at japan.invani.com and which is incorporated by reference into this Agreement as if fully set forth herein.

#### **INTERNET USE**

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND THE INTERNET. YOU ACKNOWLEDGE AND AGREE THAT ANY UPLOADS OR TRANSMISSIONS YOU MAKE MAY BE INTERCEPTED AND USED BY AN UNAUTHORIZED THIRD PARTY AND THAT ALL OF THE RISK ASSOCIATED THEREWITH IS SOLELY YOURS.

## **DISCLAIMER OF WARRANTIES**

THIS SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. INVANI MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITES, SERVICES, OR ANY PRODUCTS INCLUDED ON OR THROUGH THE SITES. INVANI DOES NOT WARRANT OR REPRESENT THAT THIS SITE WILL BE FREE OF ERRORS, VIRUSES, OR HARMFUL COMPONENTS. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, INVANI DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR THIS SITE AND FOR PRODUCTS AND SERVICES OFFERED ON THIS SITE.

# LIMITATION OF LIABILITY

YOU AGREE THAT THE SOLE AND MAXIMUM LIABILITY OF INVANI AND ITS LICENSORS ARISING FROM THIS SITE AND ANY PRODUCTS OR SERVICES OFFERED ON OR THROUGH THIS SITE SHALL BE THE AMOUNTS, IF ANY, THAT YOU PAID TO INVANI. IN NO EVENT SHALL INVANI, ITS RELATED ENTITIES, LICENSORS, DIRECTORS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES ARISING OUT OF THIS SITE OR THE PRODUCTS OR SERVICES OFFERED ON OR THOROUGH THIS SITE.





### **LINKS**

This Site may provide links to other websites which are not under the control of Invani. Invani is not responsible in any way for the content, operation, or products of such other websites. Invani provides such links only as a convenience, and the inclusion of any link to any such website does not imply endorsement by Invani of the content of such sites. Unless a user has a written agreement in effect with Invani that states otherwise, a user may only provide a hyperlink to the Site on another web site if the user complies with all of the following:

(a) the link must be a text-only link clearly marked "Invani" or the link must "point" to the URL http://japan.invani.com and not to other pages within the Site; (b) the link, when activated by a user, must display the Site full-screen and not within a "frame" on the linking web site; and (c) the appearance, position, and other aspects of the link must not be such as to damage or dilute the goodwill associated with the Invani name and trademarks or create the false appearance Invani is associated with, or a sponsor of, the linking web site. By providing this consent, Invani is not foregoing its ownership or rights in any trademarks, copyrights, patents, or any other forms of intellectual property associated with the Site. Invani reserves the right to revoke its consent to any link at any time in its sole discretion.

#### **GENERAL INFORMATION**

This Agreement and the relationship between you and Invani shall be governed by and construed in accordance with the laws of the State of Utah, without regard to its conflict of law provisions. If you are party to a separate agreement with Invani that provides for arbitration in resolving disputes or claims, then all claims or disputes associated with use of the Site will be resolved through the arbitration procedure set forth in your agreement with the company. Otherwise, you and Invani agree to submit to the personal and exclusive jurisdiction of the federal and state courts located in the State of Utah, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. The failure of Invani to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severed here from and shall not affect the validity and enforceability of any remaining provisions. Any claim or cause of action with respect to this Site must be commenced within one year after the claim arises. If you are an Invani affiliate and are party to a separate affiliate agreement with Invani and there is a conflict between the terms of your affiliate agreement and this agreement, the conflicting provision of your affiliate agreement shall prevail.

