

## **TERMS OF USE**

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These Terms are effective as of May 25, 2018.

## **CONTENT MANAGEMENT**

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## **CHILDREN ONLINE PRIVACY PROTECTION ACT**

Our Website is not intended for children under 13 years of age. No one under age 13 may provide any information to or on the Website. We do not knowingly collect personal information from children under 13. If you are under 13, do not use or provide any information on this Website or on or through any of its features/register on the Website, make any payments through the Website, use any of the interactive or public comment features of this Website or provide any information about yourself to us, including your name, address, telephone number, email address, or any screen name or user name you may use.

If we learn we have collected or received personal information from a child under 13 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 13, please contact us at [quest@nutriquest.com](mailto:quest@nutriquest.com).

We are committed to complying with the Children's Online Privacy Protection Act (COPPA). Schools

and parents should supervise their children's online activities and consider the use of other means to provide a child-friendly, online environment. If you would like to learn more about COPPA, visit the Federal Trade Commission home page at <http://www.ftc.gov>.

If you are living in the EU and are under the age of 16, it is required by law that you obtain consent from your parents before subscribing to any email list. We do not target, cater or provide products or services for 16 years and under and thus do not have a parental approval process.

## **EXTERNAL LINKS**

As a convenience to you, NutriQuest, LLC may provide links to web sites and access to content, products and services of third parties, including without limitation, NutriQuest, LLC affiliates and strategic partners and other entities ("Linked Sites"). You should refer to the separate terms of use, privacy policies, and other notices posted on Linked Sites before you use them. Some of those links contain trackable cookies, which means that website owner will know that their website has shown up in your website browser more than once. And they may know that you visited this website before you visited their website.

NutriQuest, LLC does not author, edit or monitor these Linked Sites, and is not responsible or liable for (a) the availability of or content provided on such Linked Sites, nor does inclusion of any link imply endorsement of the Linked Sites by NutriQuest, LLC or vice versa; (b) third party content accessible through such Linked Sites; (c) any loss or damage whatsoever you may incur from dealing with any Linked Site; or (d) your dealings with any third parties found on or through this Site, the payment for and delivery of goods if any, or any terms, conditions, warranties, or representations associated with such dealings. You bear all risk associated with the use of such Linked Sites, third party services, and your correspondence or business dealings with third parties found on or through this Site.

## **DMCA PROVISIONS**

The Digital Millennium Copyright Act of 1998, found at 17 U.S.C. § 512 ("DMCA"), provides recourse for owners of copyrighted materials who believe that their rights under United States copyright law have been infringed upon on the Internet.

Under the DMCA, the bona fide owner of copyrighted materials who has a good faith belief that their copyright has been infringed may contact not only the person or entity infringing on their copyright, but may also contact the designated agent of an Internet service provider to report alleged infringements of their protected works, when such alleged infringements appear on pages contained within the system of the Internet service provider ("ISP").

The owner of this website and the ISP are committed to complying with international trade law, international trade practices, all United States laws, including United States copyright law. Upon receipt of a properly filed complaint under the DMCA, the owner and/or the ISP of this website will block access to the allegedly infringing material. The website owner and/or the ISP will forward a copy

of the notification of claimed copyright infringement to the alleged infringer. Anyone who believes in good faith that a notice of copyright infringement has wrongfully been filed against them, may submit a Counter notice to the website owner and/or the ISP.

## NOTIFICATION OF CLAIMED COPYRIGHT INFRINGEMENT

Please send DMCA notifications of claimed copyright infringement to:

NutriQuest, LLC  
3782 9<sup>th</sup> Street SW  
Mason City, IA 50401

## NO WARRANTIES

NutriQuest, LLC makes no representation of any kind regarding this Site, Content or any portion thereof, WHICH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. NutriQuest, LLC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.

Without prejudice to the generality of the foregoing paragraph, NutriQuest, LLC does not warrant that this website will be constantly available, or available at all; or the information on this website is complete, true, accurate or non-misleading.

## DATA PROTECTION

### WHAT DO WE DO WITH YOUR PERSONAL DATA?

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#### Main Uses of Your Data

This section of the Policy describes the things that we do with your data which relate directly to your use of the Site and our services. They are the things that we hope you would expect us to do with your information. We will use your information:

- to provide the products available on our Site to you;
- to contact you for your views on our services and to notify you occasionally about important changes to our Terms of Use or this Policy or developments to this Site or our services; and

#### Technical Uses

This section of the Policy describes the things that we do with your data that arise from our monitoring of the Site and the collection of your information whilst using the Site. We may use this information:

- to identify patterns that we can use in our marketing strategy and to help us develop, administer, support and improve our services and features and adverts;
- to conduct reviews that assist us in the improvement and optimization of our Site;
- to ensure that content from our Site is presented in the most effective manner for you and for your computer;
- to administer our Site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes; and
- as part of our efforts to keep our Site safe and secure.

We may combine technical information with other information that we have about you to help us with our processing of your information as described in this Policy.

### **Use of your data for marketing and communications**

When you join a mailing list, which is not required to use the site, we may use personal information, like your email address, to provide marketing messages to you or allow us or third parties to communicate with you on third party services. We will always seek your consent before doing so and you can opt out of marketing and other communications at any time by [\*\*Clicking Here\*\*](#) You can always make use of the Site without having to agree to marketing. The types of things that we may do include:

- providing direct marketing advertisements and communications to you via email, text, post or telephone or via our selected third parties;
- making suggestions and recommendations to you and other users of our Site about goods or services that may interest you or them;
- communicating with you on third party social media platforms and sharing your information with that social media platform;
- monitoring the effectiveness of our direct marketing communications and your responses to it.

### **WHO HAS ACCESS TO YOUR PERSONAL DATA?**

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We retain access to all personal information that we have collected from you or about you. Our product fulfillment company and email marketing companies also retain some of the data (for example your name and email are passed to our email marketing partner (Click Dimensions) so we may send product confirmation and marketing emails).

When our service is available via the websites of our partners, those partners may have access to your information. We may also have links to other websites from our Site. We are not responsible for the content, security, privacy policies and practices of any other websites, even if you access them using links from this Site or if you can access this Site or use our services from them. We recommend that you check the policy of each website that you visit and make sure that you are comfortable with the terms of such policies before providing any personal information.

If our business is sold or merged, or if we sell or buy any business or assets, we may disclose your personal data to the prospective seller or buyer of such business or assets. We will make sure that any

such transfer is done in a secure way.

If we offer or supply a service to you that is provided on our behalf by a third party we may have to pass your information to them in order to deliver the service. By using this Site you consent to us providing your information to the third parties authorized by us to provide such services. We may also use third parties to provide services on our behalf which may include processing (but not using themselves) your information e.g. to complete partial addresses or to augment the information we hold about you. In either case, we will not pass your information to anyone who is not also subject to adequate privacy commitments in our contract with them and we will not allow the third party to use your information for marketing purposes without your consent.

We will not otherwise disclose, sell or distribute your information to any third party without your permission unless we are required to do so by law or to obtain professional advice. We will retain your information for as long as is reasonable and necessary and no longer than permitted by law.

#### WHERE DO WE STORE YOUR PERSONAL DATA?

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We maintain your data at the server of our internet service provider, our email marketing company, our offices and our product fulfillment centers.

If you leave a comment on this website that information is stored at our hosting company (InMotion Hosting). That information includes your name, your avatar, your comment, the time you left the comment and your ISP address.

For any Europeans using the site, the data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers or contractors. Territories outside of the EEA may not have equivalent legal protections to those that apply within the EEA but we are under a duty to make sure that our suppliers and contractors located outside of the EEA continue to take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Policy. By submitting your personal data to us, you agree to this transfer, storing or processing.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our Site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorized access.

We follow strict security procedures to ensure that your personal information is not damaged, destroyed or disclosed to a third party without your permission and to prevent unauthorized access to it. The computers that store the information are kept in a secure facility with restricted physical access and we use secure firewalls and other measures to restrict electronic access. If we are working with third parties, we will require them to have in place similar measures to protect your information.

#### YOUR RIGHTS

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You have the right to use our Site without consenting to marketing and communication services that we provide. We will inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. We always use the most recently submitted form to be your current consent status. If you are a registered user, but not signed in when you submit a form, we will not be able to use your saved settings so will deem your consent choice to be as per the form you submit at the time. You can exercise your right to prevent such processing by ticking certain boxes on the forms we use to collect your data. You can also exercise the right at any time by contacting us at [quest@nutriquest.com](mailto:quest@nutriquest.com).

Your Rights:

You have the right to ask us not to process your personal data at any time.\*

You have the right to ask us, at any time, to show you what data we've collected.

You have the right to fix any data we have that is incomplete or wrong.

The Data Protection Act 1998 (DPA) and the GDPR (in Europe) gives you the right to access information held about you. Your right of access can be exercised in accordance with the DPA and GDPR.

\*Asking us to not process your data does require us to delete your data, which is legally considered processing your data. So respectfully inform you that we'd have to do that one thing.

## **COOKIES AND TRACKING**

Like many websites, we use "cookies" to enable us to personalize your visits to our Site, simplify the signing-in procedure, keep track of your preferences, for marketing purposes and to track the usage of our Site.

Like any business we like to see if our visitors come from Google, Facebook, another site in order to better manage the business. We use Google Analytics as our analytics package. When we login we can see which pages on this website visitors visited, the paths visitors took, where they came from and how they left. We can not see which website you visited after you leave us however. The only way we could narrow down the information to any one individual is if only one person was on this website that day, and we knew who that was.

## **LIMITATIONS OF LIABILITY**

NutriQuest, LLC will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- [to the extent that the website is provided free-of-charge, for any direct loss;]
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of

information or data.

IN NO EVENT SHALL NUTRIQUEST, LLC BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, INCREASED OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, DATA, GOODWILL OR USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), ARISING FROM YOUR ACCESS TO OR INABILITY TO ACCESS, OR USE OF, THIS SITE, EVEN IF NUTRIQUEST, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Without limiting the generality of the foregoing, under no circumstances shall NutriQuest, LLC or any other party involved in creating, producing, or distributing this Site be liable for any direct, indirect, incidental, special or consequential damages or loss of profits, good will, use, data or other intangible losses (even if advised of the possibility of such damages) that result from (a) any delay, failure, interruption or corruption of this Site or any data or information transmitted in connection with the use of this Site; (b) personal injury or death caused by your use or misuse of this Site; (c) the cost of procurement of substitute goods and services resulting from your use of any goods, data, information or services purchased or obtained or messages received or transactions entered into, through or from this Site; (d) unauthorized access to or alteration of your transmissions or data; and (e) any other matter relating to our Site. You hereby acknowledge that this paragraph shall apply to all nutraceuticals, products, and services available through this Site. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states, liability is limited to the fullest extent permitted by law.

Notwithstanding the above, NutriQuest, LLC sole liability for any reason to you, and your sole and exclusive remedy for any cause or claim whatsoever, shall be limited to the amount paid by you for any product, information or service purchased by you from us through this Site.

In accordance with the 1996 Communications and Decency Act, Section 230, we are also not liable for comments user of this website leave as comments. While we will certainly delete comments that don't adhere to our personal standards, if someone claims you are a car thief, you have to sue them not us.

## **REASONABLENESS**

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable. If you do not think they are reasonable, you must not use this website.

## **UNENFORCEABLE PROVISIONS**

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

## **GOVERNING LAW**

Use of this Site is governed by Iowa/USA law. Any claim related to the Site and any product purchased through this Site shall be brought in a federal or state court within one (1) year after the claim arises. Users of this Site consent to the jurisdiction and venue of such courts as the most convenient and appropriate for the resolution of disputes concerning this Site.

## **ACKNOWLEDGEMENT**

You acknowledge (a) that you have read and understood these Terms; and (b) that these Terms have the same force and effect as a signed agreement.

## **CHANGES TO OUR PRIVACY POLICY AND TERMS OF USE**

NutriQuest, LLC may change these Terms from time to time. Please review these Terms periodically for any updates or changes. Your continued use of this Site following the posting of any updates or changes to these Terms constitutes your acceptance of such changes. If you object to any provision of these Terms or any subsequent modifications to these Terms, your exclusive recourse is to immediately terminate use of this Site.

NutriQuest, LLC also reserves the right to modify or terminate your access to the Site (or portions of this Site) at any time, temporarily or permanently, with or without notice to you. NutriQuest, LLC may also impose limits on certain features, services or all of this Site without notice or liability. You acknowledge and agree that NutriQuest, LLC will not be liable to you or any third party in the event that NutriQuest, LLC exercises its right to modify or terminate access to this Site or portions of this Site.

It is our policy to post any changes we make to our privacy policy on this page. If we make material changes to how we treat our users' personal information, we will notify you through a notice on the Website home page. The date the privacy policy was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for periodically visiting our Website and this privacy policy to check for any changes. Price and availability information on this Site are subject to change without notice.