

Terms & Conditions

Terms of Use

By accessing and using this site, you agree that you have a duty to read these Terms and Conditions, that you have done so, and that you accept these Terms and Conditions in full, including, without limitation, Warranty Disclaimer and Limitation of Liability set forth further below. Furthermore, you understand and accept that you are precluded from using lack of reading as a defense against all remedies contained herein. If you disagree with any part of these Terms and Conditions, please do not use this website.

Changes

These Terms and Conditions are subject to change by Amleon Holistic at any time in its discretion. Your use of this site, including any product order, after any such changes are implemented constitutes your acknowledgment and acceptance of the changes. Please regularly review these Terms and Conditions.

Access to this Site

You must be eighteen (18) years or older to use this website, including to register for an account and purchase goods or services on our website. If you are under eighteen (18) years of age, you are not permitted to access this website for any reason. By using this website (and agreeing to the Terms and Conditions) you warrant and represent that you are at least eighteen (18) years of age. Due to the age restrictions for use of this website, no information obtained by this site falls within the Child Online Privacy Act (COPA) and is not monitored as doing so.

To access this site or some of the products and resources it has to offer, you may be asked to provide certain personal information or other details for registration or order purposes. It is a condition of your use of this site that all the information you provide to Amleon Holistic be true, accurate, current and complete. If you provide any untrue or inaccurate information, or if we have reasonable grounds to suspect that such information is untrue or inaccurate, we may suspend or terminate your account and refuse all current and future use by you of our website. Account information and certain other information about you are subject to the terms of our Privacy Policy.

You will receive a password and account designation after you have completed an account registration form and provided the required account information. You agree to maintain the security of your account on our website, including the confidentiality of your password and other account information, and you are fully responsible for all activities that occur under your password or account, including all charges resulting from unauthorized use of your account. You agree to immediately notify us of any unauthorized use of your password or account or any other breach of security.

Use of this Site

You agree to use our website only for lawful purposes. Harassment in any manner or form on the site, including via e-mail, chat, or by use of obscene or abusive language, is strictly forbidden. Impersonation of others, including of a Amleon Holistic or other licensed employee, host, or representative, as well as of other members or visitors to this site, is prohibited. You may not upload to, post, distribute, or otherwise publish or transmit through this site any content or material of any kind which is unlawful, fraudulent, libelous, defamatory, obscene, profane, threatening, derogatory, invasive of privacy or publicity rights, abusive, illegal, or which we otherwise deem objectionable, or which may constitute or encourage a criminal offense, violate the rights of any party or which may otherwise give rise to liability or violate any applicable local, state, national, or international law. You may not upload commercial content on the site or use the site to solicit others to join or become members of any other commercial online service or other organization.

You may access and use this website for purposes expressly permitted by Amleon Holistic. You may not use it for any other purposes, including commercial purposes such as co-branding, framing, or hyperlinks, without the express prior written permission of an authorized representative of Amleon Holistic. For purposes of these Terms and Conditions, “co-branding” means displaying a name, logo, trademark, tradename or other means of attribution or identification of any party in such a manner as to reasonably give a user the impression that such other party has the right to display, publish, or distribute this site or content accessible through this site.

Website and Medical Information Disclaimer

This website contains general information and content about diet, health, and nutrition. This information and content is not advice, and should not be treated as such. The contents of this website are for informational purposes only and are not intended to be a substitute for professional medical advice, diagnosis or treatment. Always seek the advice of your physician or other qualified health professional with any questions you may have regarding a medical condition.

The general information and content on this website are provided “AS IS” without any representations or warranties of any kind, express or implied. Amleon Holistic makes no representations or warranties whatsoever in relation to any health information on this website.

You must not rely on the information on this website as an alternative to medical advice from your doctor or other professional healthcare provider. If you think you may be suffering from any medical condition, you should seek medical attention. You should never delay seeking medical advice, disregard medical advice, or discontinue medical treatment because of information in Company materials or provided by any Company representative, none of which information is intended to be a substitute for medical diagnosis, advice or treatment. If you are considering making any changes to your lifestyle, diet or nutrition, including taking any nutritional, herbal or homeopathic supplement, you should consult with your doctor or other healthcare provider before doing so. Information and statements regarding dietary supplements have not been evaluated by the Food and Drug Administration and are not intended to diagnose, treat, cure, or prevent any disease.

Neither the Company nor its representatives are providing any medical advice, and none should be inferred, from any ideas, suggestions, testimonials or other information set forth on this website or in other Company materials or provided over the phone or in email correspondence. All of the information on this website, whether historical in nature or forward-looking, speaks only as of the date the information is posted on this site, and Amleon Holistic does not undertake any obligation to update such information after it is posted or to remove such information from this site if it is not or no longer accurate or complete.

Hyperlinks

This website may contain links to third-party websites. The Company provides these hyperlinks as a convenience only and does not sponsor or endorse any of these sites or their contents. The Company is not responsible for the content of, and does not make any representations or warranties regarding the content or materials on, such linked third-party websites. If you decide to access or rely on information at a linked third-party website, you do so at your own risk.

Amleon Holistic has no control over these linked sites, all of which have separate privacy and data collection practices, independent of Amleon Holistic. Nonetheless, Amleon Holistic seeks to protect the integrity of its website and therefore requests any feedback on sites to which it links, including if a specific link does not work.

Copyright; Trademarks

The material and content of this site, including but not limited to text, logos, photos, graphics and code (collectively "Content") are protected by copyright, trademark or other proprietary rights, and these rights are valid and protected in all forms, media and technologies existing now or developed in the future. All Content is copyrighted as a collective work under the United States, United Kingdom, and other copyright laws and is the property of or licensed by Amleon Holistic, and we own a copyright in the selection, coordination, arrangement, and enhancement of such Content.

"Amleon Holistic", and all other logos, page headers, custom graphics, and icons are trademarks, tradenames and/or service marks owned by Amleon Holistic, or an affiliate of the Company, unless otherwise indicated.

Permission is granted to electronically copy and print hard copy portions of this site for the sole purpose of placing an order or purchasing Amleon Holistic products. You may display and, subject to any expressly stated restrictions or limitations, download or print portions of the material from the different areas of the site solely for your own non-commercial use, or to place an order with or purchase products from Amleon Holistic. Any other use, including but not limited to the reproduction, distribution, display or transmission of the content of this site, is strictly prohibited, unless authorized in writing by Amleon Holistic. You may not modify, remove, delete, augment, add to, publish, or participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Content, in whole or in part. All rights to such Content are reserved to Amleon Holistic, or its licensor. You further agree not to change or

delete any proprietary notices, warranties, or disclaimers from materials downloaded from the site.

If you violate any of these terms, your permission to use the Content automatically will terminate and you must immediately destroy any copies you have of any portion of the Content.

Submissions; Participation Disclaimer

Amleon Holistic does not and cannot review all communications and materials posted to or created by users accessing the site, and is not in any manner responsible for the content of these communications and materials. You acknowledge that by providing you with the ability to view and distribute user-generated content on this site, Amleon Holistic is merely acting as a passive conduit for such distribution and is not undertaking any obligation or liability relating to any content or activities on the site. However, Amleon Holistic reserves the right to block or remove communications or materials that it determines to be (a) abusive, defamatory, or obscene, (b) fraudulent, deceptive, or misleading, (c) in violation of a copyright, trademark or other intellectual property rights of another, or (d) offensive or otherwise unacceptable to Amleon Holistic in its sole discretion.

Indemnity

You agree to indemnify, defend and hold harmless Amleon Holistic, its subsidiaries, affiliates, officers, directors, employees, agents, suppliers, contractors, licensors, and service and content providers (hereinafter known as the "Indemnified Parties") from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation of these Terms and Conditions or any activity related to your account (including negligent or wrongful conduct) by you or any person accessing the site using your account. You also agree to indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the information accessed from this site.

Limitation on Liability

In no event shall any indemnified parties be liable for any actual, consequential, incidental, direct, indirect, punitive, exemplary, special, or other damages, including without limitation loss of revenue or income, profits, value or use, pain and suffering, or similar damages, even if the company has been advised of the possibility of such damages. No person is authorized on behalf of Amleon Holistic to give any other representations, or to modify or extend the limited warranties provided on this website, or to assume any other liability in connection with this website or the products offered for sales by Amleon Holistic. In no event shall the collective or total liability of the indemnified parties to any party for any claim (regardless of the form of action, whether in contract, warranty, tort or otherwise, excluding willful misconduct or gross negligence) exceed the price paid for the product or service which gives rise to such claim.

Amleon Holistic shall not, under any circumstances, be liable for any use of, or the inability to use, the materials on this site.

Applicable law may restrict the use or extent of limitations or exclusions to liability for incidental or consequential damages, so the foregoing limitations and exclusions may not apply in full to you. Nonetheless, in no event will Amleon's liability for products purchased from this site exceed the price paid for such products, including any shipping and handling charges.

Tetrahydrocannabinol Disclaimer

Amleon Holistic industrial-hemp derived supplements, and the majority of industrial-hemp products on the market, contain a naturally occurring trace amount of tetrahydrocannabinol (THC). The amount of THC in our products never exceeds 0.3% concentration by weight, per state and federal regulations and definitions of industrial hemp, and while it is highly unlikely that one would fail a traditional drug test from using our products, that possibility cannot be ruled out. Taking excessive amounts of industrial hemp products, the type or method of drug test utilized, and an employer's or organization's requirements and policies, among other things, are factors that may influence drug test results. By agreeing to these Terms and Conditions and placing an order with us, you are indicating that you understand that failing a drug test is a possibility when using industrial hemp products, and that you waive the right to make a claim against Amleon Holistic for any matters related to any drug test you take or the results of any such drug test, including the loss of employment or any employment opportunity or the imposition of a civil or criminal penalty.

Local Jurisdictions/Buyer's Compliance with Applicable Laws

Amleon Holistic makes no representations that the products available through this website will be available or appropriate in every jurisdiction in which this website may be accessed. To the best of Amleon Holistic's knowledge, it operates legally under both state and federal law in the United States, United Kingdom law, and the other countries it distributes to, and; however, it is impossible for the Company to be aware of the laws and regulations of all local jurisdictions (e.g. municipalities and counties) relating to industrial hemp-derived products. Amleon Holistic isn't responsible for any potential legal matters that may arise due to such local regulations.

You are solely responsible for compliance with any laws governing the purchase and use of the products available through Amleon Holistic's website or a website linked to Amleon Holistic's website. **IT IS YOUR RESPONSIBILITY AS THE PURCHASER AND/OR USER, NOT Amleon Holistic's, TO ASCERTAIN AND OBEY ALL APPLICABLE LOCAL, STATE, AND FEDERAL LAWS REGARDING THE POSSESSION AND USE OF ANY ITEM OR PRODUCT OFFERED BY BLUEBIRD OR BY A WEBSITE LINKED TO Amleon Holistic'S WEBSITE. IF YOU ARE UNSURE, PLEASE CONTACT YOUR LOCAL OR STATE AUTHORITIES BEFORE PLACING AN ORDER. BY PLACING AN ORDER, YOU INDICATE THAT YOU UNDERSTAND AND AGREE it is your sole responsibility as buyer to determine if industrial hemp derived products are legal according to the laws that apply to you and represent and warrant that you have read this disclaimer and that all products purchased will be used in a lawful manner and that you are of legal age to purchase and use such products.**

You understand and agree that the limitations on liability set forth above apply to the foregoing.

Warranty Disclaimer

This site and, except as provided in the following sentence, the materials, and products offered on this site are provided “as is” and without warranties of any kind, whether express or implied. Amleon Holistic warrants that all Amleon Holistic products purchased on this site, at the time of shipment, will not be adulterated, and will contain the ingredients specified for the products as labeled.

Amleon Holistic makes no warranty with respect to products, services or this website that is not set forth in writing in these terms and conditions, and specifically disclaims and excludes, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, any and all other representations and warranties of any kind, express or implied, arising by operation of law or otherwise, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose. The remedies provided in these terms and conditions are exclusive, and Amleon Holistic expressly and specifically disclaims, and customer irrevocably waives the right to seek, all other remedies.

Amleon Holistic does not represent or warrant that the functions contained in the site will be uninterrupted or error-free, that defects will be corrected, or that this site or the server that makes the site available are free of viruses or other harmful components. Amleon Holistic does not make any warranties or representations regarding the use of the materials in this site in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise.

Some states restrict the use or extent of limitations or exclusions regarding warranties, so the foregoing limitations may not apply in full to you.

Notice

Amleon Holistic may deliver notice to you by means of a general notice posted on the site, or an e-mail to any address you have provided to Amleon Holistic, or by any other method reasonably believed by Amleon Holistic to be reliable.

Governing Law; Jurisdiction

Any disputes arising from services provided via the website shall be subject to the laws of the United States, without regard to choice of law provisions, and not by the 1980 United Nations Convention on contracts for the international sale of goods. You agree that personal jurisdiction and venue in any legal proceeding directly or indirectly arising out of or relating to this site or these Terms and Conditions (including but not limited to the purchase of Amleon Holistic products) shall be in the United States courts, and you waive any right to object to the laying of venue in such courts and the right to claim inconvenient forum. Any cause of action or claim you may have with respect to this site (including but not limited to the purchase of Amleon Holistic products) must be commenced within one (1) year after the claim or cause of action accrues. Amleon Holistic failure to insist upon or enforce strict performance of any provision of these Terms and Conditions shall not be construed as a waiver of any provision or right. Neither the

course of conduct between the parties nor trade practice shall act to modify any of these Terms and Conditions.

If any part of these Terms and Conditions is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and ability to enforce of any remaining provisions.

Prices and Taxes

Prices listed on this website for products or services, unless otherwise noted, are exclusive of shipping charges, and of any applicable value-added, sales, use, excise, transfer, transport, or other tax, tariff or duty of any sort imposed by any government authority (“Taxes”). Customers are solely responsible for all Taxes payable in connection with the purchase of products or services.

Product Availability; Orders

All purchases through our website are subject to product availability. We may, in our sole discretion, limit or cancel the quantities offered on our website or limit the sales of our products or services to any person, household, geographic region or jurisdiction. We reserve the right, in our sole discretion, to refuse orders. If we believe that an order is false or fraudulent, we may cancel the order and reserve the right to inform the relevant authorities.

Payment methods

For online orders, we accept payment by Visa, Mastercard. If a payment is not successfully settled, due to invalid payment method, declined credit, expiration, insufficient funds or otherwise, we reserve the right to cancel your order. Orders are shipped only after receipt of full payment. For certain payment methods, you may be charged a processing fee, foreign exchange/translation fee (international orders) or other fees; you are solely responsible for the payment of all such fees. Check with your payment method service provider for details. Amleon Holistic’s Terms and Conditions, including, without limitation, the provisions regarding limitation of liability and indemnification, apply with respect to payment methods and payment processing, and Amleon Holistic is not responsible for any charges, errors or losses that may result from any payment method used by you for the purchase of our products.

Typographical and Inadvertent Errors

In the event that a Amleon Holistic product is mistakenly listed at an incorrect price, Amleon Holistic reserves the right to refuse or cancel any orders placed for that at the incorrect price, whether or not the order has been confirmed and your credit card charged. If your credit card has been charged for the purchase and your order is canceled, Amleon shall issue a credit to your credit card account in the amount of the incorrect price charged to you.