

## Terms of Service

Last Updated: August 21, 2024

DO NOT USE THE SERVICES IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY. In an emergent situation, please call 911, contact your doctor, go to the nearest emergency room, or contact your local crisis center.

MANDATORY ARBITRATION NOTICE: THESE TERMS CONTAIN A MANDATORY ARBITRATION PROVISION IN SECTION 14 THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES. THIS MEANS THAT YOU AND ELITE WEIGHT CONTROL ARE EACH GIVING UP RIGHTS TO BRING CLAIMS AGAINST EACH OTHER IN COURT OR IN CLASS ACTIONS OF ANY KIND.

WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS: WHILE THERE ARE IMPORTANT POINTS THROUGHOUT THESE TERMS, PLEASE NOTE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS ON OUR LIABILITY ARE EXPLAINED IN SECTIONS 12 AND 13.

These Terms of Service (“Terms”) apply to your use of the Elite Weight Control website and web application available at [www.eliteweightcontrol.com](http://www.eliteweightcontrol.com) (“Sites”) and any affiliated mobile application (collectively, the “Services”) provided by Elite Weight Control LLC (“Elite Weight Control,” “we,” “us,” or “our”). The terms “you” and “your” refer to the person using the Services.

Please read these Terms carefully. By clicking “I accept”, “I agree”, or similar when the option is presented to you, or by accessing or using the Services, you acknowledge and agree to these Terms. You further understand and acknowledge that your access to or use of certain parts of the Services may be subject to additional or supplementary terms that will be made available to you through the Services.

If you are accessing and using the Services on someone else’s behalf, you represent that you have the authority to bind that person as the principal to all Terms provided herein, and to the extent you do not have such authority you agree to be bound to these Terms and to accept liability for harm caused by any wrongful use of any Services resulting from such access or use.

If you do not or cannot agree to these Terms, you may not use the Services.

### 1. Important Notices and Disclaimers

- a. Your Relationship with Elite Weight Control. Elite Weight Control IS NOT A HEALTHCARE PROVIDER AND DOES NOT PRACTICE MEDICINE OR DIRECTLY PROVIDE PHARMACY SERVICES. Elite Weight Control provides a technology platform for registered users to access certain products and services sold or offered by Elite Weight Control or by third-party medical providers, pharmacies, or other vendors via our Services. The Services provide access to one or more independent,

third-party medical groups who provide healthcare and/or mental health services through the Services (the “Medical Groups”). These Medical Groups employ or contract with physicians and other professionals who offer certain healthcare services through the Services (“Providers”). The Services also provide access to prescription fulfillment services offered by one or more independent, third-party pharmacies (the “Pharmacies”, and together with the Providers and the Medical Groups, the “Third-Party Providers”). For a current listing of Pharmacies who provide prescription fulfillment services through the Services, please visit [HERE](#). You understand that by coordinating and consulting with a Third-Party Provider through the Services, you are not entering into a provider-patient relationship with Elite Weight Control, but you are establishing a direct customer relationship with Elite Weight Control to use the Services.

- b. By accepting these Terms, you acknowledge and agree that (a) Elite Weight Control is not responsible for, and you will not hold Elite Weight Control liable for, any services you receive from the Third-Party Providers, (b) any services you receive from Third-Party Providers through the Services are also subject to these Terms, and that the Third-Party Providers are third party beneficiaries of these Terms, (c) Elite Weight Control does not control or interfere with the practice of medicine or mental health care by the Medical Groups or any Providers or any professional services provided by the Pharmacies, and the Third-Party Providers are solely responsible for directing the medical care, mental health care, treatment, and/or other professional services they provide to you, and (d) the Medical Groups and/or Providers may send you messages, reports, and emails via the Services regarding your diagnosis or treatment, it is your sole responsibility to monitor and respond to these messages, reports, and emails, and Elite Weight Control, the Medical Groups, and the Providers are not responsible for, and you agree not to hold Elite Weight Control, the Medical Groups, or the Provider liable for, any loss, injury, or claim of any kind resulting from your failure to read or respond to these messages or comply with any treatment recommendations or instructions from the Medical Group or the Providers. The decision to focus on diagnosis, treatment recommendations, or both, rests with you and your healthcare provider.
- c. Except for communications related to your specific health and wellness that you received from a Provider, THE INFORMATION AND OTHER CONTENT AVAILABLE ON OR THROUGH THE SERVICES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS OR TREATMENT. YOU SHOULD ALWAYS CONSULT WITH YOUR HEALTHCARE PROVIDER REGARDING QUESTIONS YOU HAVE ABOUT ANY MEDICAL CONDITION BEFORE MAKING HEALTHCARE DECISIONS.
- d. Overview of the Services. The Services may include (i) providing individuals with information on healthcare and wellness; (ii) providing individuals with access to technology-oriented tools for addressing certain health issues; (iii) development and gathering of healthcare records and healthcare information for a Provider, with retention of the same for use in healthcare provider appointments and

communications; (iv) administrative support in connection with scheduling and payment for healthcare services; (v) telecommunications support for using the Services as a means of direct access to a Provider for communication, consultations, assessments, and treatment by such Provider; and (vi) providing individuals with prescription fulfillment services and other opportunities to purchase products or services.

- e. Prescription Fulfillment Services. Certain products made accessible to you by Providers through the Services require a valid prescription by a licensed healthcare provider. You will not be able to obtain a prescription product through the Services unless you have completed a consultation with one of the Providers, the Provider has determined the prescription product is appropriate for you, and the Provider has written a prescription.
- f. Certain prescriptions can be filled through one of the Pharmacies by using the Services, or you may request that your prescription be sent to the pharmacy of your choice by emailing your request to [contact@eliteweightcontrol.com](mailto:contact@eliteweightcontrol.com). Prescriptions may be transferred among the Pharmacies without notice. You authorize us to send and disclose all information provided by you, healthcare records, and other applicable health care information and personal information (such as your name, location and demographic information) to the applicable Pharmacy or the pharmacy of your choice so that you may receive pharmacy services. If you fill a prescription with a pharmacy other than the Pharmacies, the Services will send the prescription to your selected pharmacy, but you will be responsible for picking up or otherwise obtaining the prescription product and paying the pharmacy directly for the cost of the prescription product, and your Subscription Services fee will not include the cost of medication and pharmacy fulfillment. Choosing a pharmacy other than the Pharmacies is at your own risk, and Elite Weight Control will not be liable to you in any way, either directly or indirectly for any claim, errors, damage, loss, or incorrect content caused by or in connection with your election to fill a prescription with such a pharmacy. If you later transfer your prescription from a local pharmacy to the Pharmacies, the cost of medication and pharmacy fulfillment will be added to your Subscription Services fee at the beginning of the next billing cycle.
- g. Not all prescriptions fulfilled by the Pharmacies use child-resistant packaging and your prescription product may not be dispensed in a child-resistant container.
- h. Availability. Certain Services are only available to individuals located in certain states. You will be provided with notice of such limitations on availability of certain Services in your location when using those parts of the Services. We provide the Services for use only by persons located in the United States. We make no claims or representations that the Services or any material included in the Services are accessible or appropriate outside of the United States. Access to the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so at your own risk and you are solely responsible for compliance with local laws, including export laws as applicable. You acknowledge and agree that: (1) all or any part of the Services may be unavailable at

any time, for any period, or for any reason; and (2) Elite Weight Control LLC will not be liable to you if, for any reason, all or any part of the Sites are unavailable at any time or for any period.

- i. To the extent that the Services includes the use of a mobile app (“App”), you acknowledge that the App is intended for use only on a mobile phone that runs an unmodified manufacturer approved operating system. Using the App on a mobile phone with a modified operating system may undermine security features that are intended to protect your protected health information from unauthorized or unintended disclosure. As a result, you may compromise your protected health information if you use the App on a mobile phone that has been modified. Use of the App on a mobile phone with a modified operating system is a material breach of these Terms.
- j. Eligibility; Representations and Warranties. The Services are offered and available to users who are 18 years of age or older. If you are not 18 years of age or older, you must not access or use the Services.
- k. As a condition to using or accessing the Services, you represent and warrant that:
  - i. you have fully read and understand these Terms and agree to abide by them;
  - ii. you have the legal power and authority to agree to these Terms and have neither falsely identified yourself nor provided any false information to gain access to the Services;
  - iii. you have compatible computing and/or mobile devices, access to the Internet, and certain necessary software, payment for which you are responsible; and
  - iv. you are located in a state where we operate (depending on the type of Services) and, if you receive telehealth services from a Provider, you are physically located in the state you select in the Services or otherwise confirm to your Provider as your current location at the time of your receipt of such telehealth services.
- l. You acknowledge that satisfying the age requirement and the conditions for services above does not guarantee that you will receive access to the Services and that Elite Weight Control or a Third-Party Provider may establish other eligibility requirements.
- m. Updates to these Terms. We are constantly changing and improving our Services. We reserve the right to add or remove functionalities, content, or features, and we may suspend or stop the Services altogether with or without notice to you. We also reserve the right, at any time in our sole discretion, to modify these Terms, including changes to requirements for receiving services from us or any Third-Party Provider. We will inform you of any changes to these Terms by any reasonable means, including by posting those changes on the Services. Any modifications will be effective immediately upon posting on the Services. By continuing to use the Services after we post revised Terms to the Services, you will be deemed to have accept the revised Terms. The “Last Updated” legend at the beginning of these Terms indicates the date on which the Terms were last updated.

- n. Privacy. Please review our Privacy Notice at [RemotePharmacy.com/privacy-policy.php](https://RemotePharmacy.com/privacy-policy.php) for information about how we collect, use, and disclose your personal information.
2. Registration and Account Creation
- a. Although certain parts of the Services are accessible without creating an account, you may be required to create an account to access and use other parts of the Services. If you create an account, you agree to provide information that is current, accurate, and complete, and to maintain and update such information. If you do not provide and keep such information updated, or Elite Weight Control has reasonable grounds to suspect as much, Elite Weight Control has the right to suspend or terminate your account and your use of the Services. You agree to keep your username and password confidential. You may not transfer or share your password with anyone or create more than one account. You may not use anyone else's account at any time. You are responsible for changing your password promptly if you think it has been compromised. You also agree to immediately notify Elite Weight Control of any unauthorized use of your username, password or any other breach of security that you become aware of involving or relating to the Services by emailing Elite Weight Control at [contact@eliteweightcontrol.com](mailto:contact@eliteweightcontrol.com). You are responsible for all activities that occur under your account. Elite Weight Control may take any and all actions it deems necessary or reasonable to maintain the security of the Services.
3. Communication Preferences; Electronic Notices and Signatures
- a. By creating an account and providing your phone number and email address, you consent to receive electronic communications from Elite Weight Control and the Third-Party Providers (e.g., via email to the email address you provide, text message to a mobile phone number you provide, or by posting notices to the Services).
  - b. By opting-in to receive text (SMS) messages from Elite Weight Control or by sending Elite Weight Control an initial text message (an "SMS Enrollment"), you consent to receiving text messages regarding your Elite Weight Control account and use of the Sites and Services. These text messages may include order confirmations, shipping notifications, messages from your healthcare provider, and other transactional messages, as well as promotional and marketing notifications, to the extent you have opted-in to receive such messages from Elite Weight Control.
  - c. With your SMS Enrollment, you represent and understand that: (1) you are the owner or authorized user of the mobile device you used in order to initiate the SMS Enrollment, (2) you are authorized to approve any applicable charges in connection with the text messages you send to and receive from Elite Weight Control, (3) you will be responsible for all messaging and other data charges that may apply for any text messages sent to you from Elite Weight Control, or from you to Elite Weight Control, and (4) neither Elite Weight Control LLC, nor your or Elite Weight Control's mobile carriers, will be liable for delayed or undelivered messages.
  - d. Note that access to the Services and the Sites is not conditioned upon your consent to receive marketing or promotional text messages from Elite Weight Control, and you can opt-out of any of Elite Weight Control's SMS services at any time by texting

“STOP” to the message received, from the mobile device that is subscribed to receive the SMS messages. After you send the text message “STOP” to us, we may send you one final text message to confirm that you have been unsubscribed. If you have opted-in to receive more than one type of text message from Elite Weight Control, you will need to opt-out of each Elite Weight Control SMS service to which you are subscribed. Until you have done so, you may continue to receive the types of text messages from Elite Weight Control that you have opted-in to receive but have not unsubscribed from.

- e. You also understand that while Elite Weight Control LLC takes your privacy and the security of your health and other sensitive information very seriously, the transmission of information over the internet and mobile networks may not be fully secure. Text messages and emails that you send to or receive from Elite Weight Control LLC are not encrypted, which means that it is possible they may be intercepted by third parties. If you choose to send or receive information about your health or any other sensitive information by text message or email, you do so at your own risk. By initiating an SMS Enrollment, you consent to sending text messages to Elite Weight Control LLC, and receiving text messages from Elite Weight Control LLC, that are not encrypted. Likewise, by emailing Elite Weight Control LLC or giving Elite Weight Control LLC your email, you consent to receiving unencrypted emails messages from Elite Weight Control LLC.
  - f. If you are experiencing any issues with Elite Weight Control’s text messaging or email services, or if you have any concerns about sending or receiving any sensitive information through text or email, please contact us directly at [contact@eliteweightcontrol.com](mailto:contact@eliteweightcontrol.com). If you have questions specific to your text or data plan, please contact your wireless provider.
  - g. You agree that any notices, agreements, disclosures, or other communications that we or the Third-Party Provider send to you electronically will satisfy any legal communication requirements, including that such communications be in writing, and you consent and agree that your use of your finger, a keypad, mouse, or other device to select an item, button, icon, or similar act while using the Services, or in accessing or making any transactions regarding any agreement, acknowledgment, consent, terms, disclosures, or conditions, constitutes your signature, acceptance, and agreement as if actually signed by you in writing. You should maintain copies of electronic communications from us by printing a paper copy, saving an electronic copy, or both. Further, you agree that no certification authority or other third-party verification is necessary to establish the validity of your electronic signature, and that the lack of such certification or third-party verification will not affect the enforceability of your signature or any resulting contract between you and us.
4. Payments and Terms of Sale
- a. Notice of Financial Responsibility. Elite Weight Control does not accept commercial health insurance plans and is not enrolled with federal or state healthcare programs, such as Medicare and Medicaid. By choosing to use the Services, you are specifically choosing to obtain products and services on a cash-pay basis outside of any

commercial health insurance plan or federal or state health care program, and you are solely responsible for the costs of any services or products provided to you through the Services. If you are a federal health program beneficiary, you agree that neither you, we, nor any of the Third-Party Providers will submit a claim for reimbursement to any federal or state healthcare program for the costs of the services and products provided to you through the Services.

- b. **Payments.** You agree to pay all fees, including any fees that we collect on behalf of the Third-Party Providers, pursuant to any additional payment terms presented to you when engaging in transactions through the Services. Prices are subject to change at any point in our sole discretion. When you make a purchase, you may be asked to supply certain information relevant to the transaction, including, without limitation, your payment card number and expiration date, your billing address, your shipping address, your phone number and/or your email address. By entering your payment and other information and submitting your request, you authorize us, our affiliates, or our third-party payment processors to charge the amount due, including recurring subscription fees associated with Subscription Services (as defined below). You are responsible for keeping your payment information (such as credit card number and billing address) accurate and up to date at all times. If your credit card expires or Elite Weight Control, our affiliates, or our third-party payment processors are unable to process your payment, you may receive notice for you to provide an alternative payment method.
- c. **All payment transactions on or through the Services occur through online payment processing applications provided by Elite Weight Control's third-party online payment processing vendors.**
- d. **Prescription Products.** If you complete a consultation with a Provider and fill a prescription through one of the Pharmacies, the prescription product is dispensed and shipped to you by the applicable Pharmacy and the costs associated with the prescription are included in the total charged to you through the Services.
- e. **Subscription Services.** Certain products or services offered on the Services may be offered on a subscription basis that renews automatically ("Subscription Services"). If you purchase a Subscription Service, you will only see and be required to pay a single "total" subscription price. However, if a Subscription Service requires a consultation with a Provider, includes a prescription product that you fill through one of the Pharmacies, then the total price you pay includes the amounts charged for use of the Services and any amounts charged by the Pharmacy for the prescription and the Medical Group for the services of the Provider, as applicable, which we collect on behalf of and pay to the Pharmacies and Medical Groups respectively.
- f. **FOR SUBSCRIPTION SERVICES, YOUR PAYMENT METHOD WILL BE AUTOMATICALLY CHARGED AT REGULAR INTERVALS AS DESCRIBED DURING THE CHECKOUT PROCESS FOR THE APPLICABLE SUBSCRIPTION SERVICES. YOU MAY CANCEL A SUBSCRIPTION AT ANY TIME, AND THE CANCELLATION WILL TAKE EFFECT THE DAY AFTER THE LAST DAY OF YOUR CURRENT SUBSCRIPTION PERIOD. Elite Weight Control may make changes to recurring subscription fees**

associated with the Subscription Services from time to time. Price changes will take effect at the start of the next subscription period following the date of the price change and, by continuing to use the Services after the price change takes effect, you will have accepted the new price. If you do not agree to a price change, you can reject the change by canceling your Subscription Service prior to the price change going into effect.

- g. Taxes. You are responsible for any applicable sales, use, duty, customs or other governmental taxes, levies or fees (“Taxes”) due with respect to your purchase of products or services through the Services. We will present an estimate of Taxes we collect at checkout, except where we have clearly stated in writing that a price includes Taxes. The actual Taxes charged may be adjusted from the amount shown at checkout. We will collect applicable Taxes if we determine we have a duty to collect Taxes, but we are not required to, and do not, collect Taxes in all states. You may have a duty to directly report and pay Taxes if we do not collect such Taxes.
- h. Terms of Sale. All products and services offered through the Services by Elite Weight Control or Third-Party Providers are subject to availability and we reserve the right to impose quantity limits on any order or reject all or any part of an order without prior notice. In the event of an error, we reserve the right to correct the error and revise your order accordingly (which includes charging the correct price) or to cancel the order and refund any amount charged. Prices for products are subject to change at any time.
- i. If you use the Services to purchase services, devices, items or products manufactured, distributed or sold by Third-Party Providers or other third parties (“Third-Party Goods and Services”), you acknowledge and agree that your use of any Third-Party Goods and Services and any interactions with providers of Third-Party Goods and Services, including in certain cases payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such use or interactions, are solely between you and such providers of Third-Party Goods and Services. Certain of Elite Weight Control’s shareholders, directors, officers, employees, contractors or agents may have a financial interest in one or more providers of Third-Party Goods and Services and may profit from your use of such providers and/or the sale of Third-Party Goods and Services to you.
- j. You agree to pay any shipping and handling charges, if any, shown at the time you make a purchase. We reserve the right to increase, decrease, add or eliminate shipping and handling charges from time to time, but we will provide notice of the changes applicable to you before you make your purchase. Any delivery dates or times shown as part of the checkout process are estimates only and are not guaranteed. Unless we state otherwise in writing via the Services, risk of loss or damage to a product pass to you upon delivery of the product to the designated carrier.
- k. YOU ACKNOWLEDGE AND AGREE THAT DUE TO THE NATURE OF THE PRODUCTS AND SERVICES PURCHASABLE THROUGH THE SERVICES, ALL SALES ARE FINAL AND ANY APPLICABLE FEES AND OTHER CHARGES, INCLUDING FEES FOR





- b. User Content. The Services may allow you to upload, store and share content, including data, notes, messages, text, and other materials to Elite Weight Control and not in connection with your receipt of services from Third-Party Providers (collectively, "User Content"). As between you and Elite Weight Control, you retain all rights in and to your User Content.
  - c. You hereby grant Elite Weight Control a worldwide, royalty-free, non-exclusive, transferable, perpetual, and irrevocable license to use, distribute, transmit, reproduce, modify, publish, translate, publicly perform and display and create derivative works of your User Content, except as otherwise prohibited by applicable law. You waive any right to compensation of any type for your User Content. You represent and warrant that you have all the rights necessary to grant the rights in this section and that use of your User Content by Elite Weight Control does not violate any law.
  - d. Elite Weight Control may, but is not obligated to, review your User Content and may delete or remove your User Content (without notice) from any of the Services in its sole discretion. Removal of any of your User Content from the Services (by you or Elite Weight Control) does not impact any rights you granted in your User Content under these Terms.
  - e. Feedback. If you provide any Feedback to Elite Weight Control in connection with the Services, you hereby grant to Elite Weight Control a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use, analyze and exploit such Feedback, in any format or media now known or hereafter developed, and for any purpose. You acknowledge and agree that Feedback is not confidential, and that Elite Weight Control is free to use any Feedback for any purpose. "Feedback" means ideas, concepts, feedback, and know-how that you make available to us in connection with the Services.
7. Restrictions on Use. You agree that in using or accessing the Services, you will not, and will not attempt to:
- a. Impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity.
  - b. Violate any local, state, national or international law (including export laws).
  - c. Reverse engineer, disassemble, decompile, or translate any software or other components of the Services.
  - d. Distribute, input, upload, transmit, or otherwise run or propagate any virus, application, Trojan horse, or any other harmful computer code that could damage or alter a computer, portable device, computer network, communication network, data, or the Services, or any other system, device, or property.
  - e. Access or use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party.

- f. Use any robot, spider, scraper, or other automated means to access the Services for any purpose without our express prior written permission or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Services.
- g. License, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services, Service Content, or User Content other than as expressly permitted herein.
- h. Create or develop competing products or services or for any other purpose that is to Elite Weight Control's detriment or commercial disadvantage.
- i. Damage, destroy, disrupt, disable, impair, overburden, interfere with, or otherwise impede or harm in any manner the Services, Service Content, or User Content, in whole or in part.
- j. Use framing techniques to enclose any trademark, logo, or the Services without our express prior written consent.
- k. Post, transmit or otherwise disseminate any content that, as we determine at our sole discretion: (i) is unlawful, harmful, harassing, fraudulent, threatening, abusive, libelous, defamatory, vulgar, obscene, hateful, violent, demeaning, intimidating, discriminatory, or racially, ethnically or otherwise objectionable, or infringes our or any third party's intellectual property or other rights, (ii) is derogatory or harmful to our reputation, the reputation of our licensors, the Third-Party Providers, or any of our or their respective officers, members, employees, representatives, licensors and/or suppliers, in any way; (iii) may incite violence or other unlawful activity; or (iv) is harmful to children in any manner; or (v) attempts to obtain the personal information of other users.
- l. Harm, harass, threaten, abuse, defame, demean, discriminate against, or intimidate any other user of the Services, as we determine in our sole discretion.
- m. Disrupt, interfere with, violate the security of, or attempt to gain unauthorized access to the Services or any computer network.
- n. Bypass, breach, avoid, remove, deactivate, impair, descramble, or otherwise circumvent any security device, protection, or technological measure implemented by Elite Weight Control or any of our service providers to protect the Services.
- o. Remove, delete, alter, or obscure any trademarks, specifications, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Services or any Services Content or User Content.
- p. Use any manual process or automated device to monitor or copy any content made available on or through the Services for any unauthorized purpose except as permitted herein.
- q. To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.
- r. Copy, duplicate, download, store in a retrieval system, publish, transmit or otherwise reproduce, transfer, distribute, store, disseminate, aggregate, use as a component of

or as the basis for a database or otherwise use in any form or by any means any data, text, reports, or other materials related to Elite Weight Control or third-party content from the Services.

- s. Otherwise use the Services in any manner that exceeds the scope of use granted herein.
  - t. Encourage or enable any other individual to do any of the foregoing.
  - u. We reserve the right to take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services.
8. Copyright Notices
- a. Elite Weight Control reserves the right to remove any content or any other material or information available on or through our Services, at any time, for any reason. Elite Weight Control otherwise complies with the provisions of the Digital Millennium Copyright Act (“DMCA”) applicable to Internet service providers (17 U.S.C. § 512, as amended), and responds to clear notices of alleged copyright infringement. This section describes the procedure that should be followed to file a notification of alleged copyright infringement with Elite Weight Control.
  - b. Notification of Claimed Copyright Infringement. If you have objections to copyrighted content or material made available on or through our Services, you may submit a notification to our designated agent at [contact@eliteweightcontrol.com](mailto:contact@eliteweightcontrol.com)
  - c. Any notification to Elite Weight Control under 17 U.S.C. § 512( c ) alleging copyright infringement must include all of the following information:
    - i. An electronic or physical signature of the person authorized to act on behalf of the owner of the exclusive right being infringed.
    - ii. An identification of the copyrighted work or other intellectual property that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works.
    - iii. An identification of the content or material that you claim is infringing and where it is located on our Services.
    - iv. Information sufficient for Elite Weight Control to contact you, such as your address, telephone number, and/or email address.
    - v. A statement by you that you have a good-faith belief that the use of the content or material of which you are complaining is not authorized by the copyright owner, its agent, or the law.
    - vi. A statement by you that you have a good-faith belief that the use of the content or material of which you are complaining is not authorized by the copyright owner, its agent, or the law.
9. Third-Party Links and Features on the Services
- i. The Services may contain hyperlinks, plug-ins, products, or features operated by third parties (“External Links”). Such External Links are not under our control, and we are not responsible for the information, products or services described by, or for the content or features of, any such External Links. We are providing these External Links to you only as a convenience, and the inclusion of any External Links does not necessarily imply

endorsement of the External Links by us or any association with its operators. Your use of these External Links is at your own risk, and we are not liable to you in any way, either directly or indirectly, for any content, errors, damage, or loss caused by or in connection with use of or reliance on information contained in or provided to the operators of any External Links.

#### 10. Term and Termination

- a. The Terms will remain in full force and effect as long as you continue to access or use the Sites or Services. You may terminate the Terms at any time by discontinuing use of the Sites. Your permission to use the Sites automatically terminates if you violate these Terms.
- b. Elite Weight Control may terminate or suspend any of the rights granted by these Terms and your access to and use of the Services with or without prior notice, for any reason, and at any time, including for violations of these Terms. After such termination, Elite Weight Control have no further obligation to provide the Services. You agree that if your use of the Services is terminated pursuant to these, you will not attempt to use the Services in any way, and further agree that if you violate this restriction after such termination, you will indemnify and hold Elite Weight Control harmless from any and all liability that Elite Weight Control LLC may incur therefore.
- c. The following provisions, and any other provision which by its nature should survive termination, will survive the expiration or termination of these Terms for any reason whatsoever: Ownership and License to Use the Services; Third-Party Provider Data, User Content, and Feedback; Indemnification; Disclaimer of Warranties; Limitation of Liability; Governing Law, Dispute Resolution, and Arbitration; and Miscellaneous Terms.

#### 11. Indemnification

- a. You agree to indemnify, defend, and hold harmless Elite Weight Control, its subsidiaries and affiliates, and all of their officers, directors, employees, contractors, agents, and licensors from and against any and all third-party suits, actions, claims, proceedings, damages, settlements, judgments, injuries, liabilities, obligations, losses, risks, costs, and expenses (including, without limitation, reasonable attorneys' fees, litigation expenses, and accounting fees), relating to or arising from, or alleged to arise from: (i) your use of the Services, the Services Content, or other materials or features available on the Services, (ii) your User Content, (iii) your fraud, violation of law, negligence, or willful misconduct, or (iv) your breach of these Terms. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any such matter without our prior written consent.

#### 12. Disclaimer of Warranties

- a. THE SERVICES AND SERVICES CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ELITE WEIGHT CONTROL AND ITS AFFILIATES, SERVICE PROVIDERS, LICENSORS, AND SUPPLIERS (INCLUDING THIRD-PARTY PROVIDERS), AND EACH OF ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS,

PARTNERS, MEMBERS, EMPLOYEES, AND AGENTS (COLLECTIVELY "RELATED PERSONS") MAKE NO REPRESENTATIONS OR WARRANTIES AND EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, NONINFRINGEMENT, TITLE, AVAILABILITY, SECURITY, OPERABILITY, CONDITION, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA, FREEDOM FROM VIRUSES OR MALWARE, COMPLETENESS, TIMELINESS, FUNCTIONALITY, RELIABILITY, SEQUENCING OR SPEED OF DELIVERY OR SYSTEM INTEGRATION. WE MAKE NO WARRANTIES OR REPRESENTATIONS THAT YOUR USE OF THE SERVICES WILL NOT INFRINGE THE RIGHTS OF THIRD PARTIES.

- b. YOU ACKNOWLEDGE THAT ANY SERVICES CONTENT, MATERIAL AND/OR INFORMATION OBTAINED THROUGH THE USE OF THE SERVICES ARE USED AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER ELITE WEIGHT CONTROL NOR ANY OF ITS RELATED PERSONS WILL BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH THE SERVICES. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, TIMELINESS, RELIABILITY, OR USEFULNESS OF THE SERVICES AND SERVICES CONTENT. FURTHERMORE, ELITE WEIGHT CONTROL DOES NOT GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED, OR FREE FROM ERROR, DEFECT, LOSS, DELAY IN OPERATION, CORRUPTION, CYBER ATTACK, VIRUSES, INTERFERENCE, HACKING, MALWARE, OR OTHER SECURITY INTRUSION, AND ELITE WEIGHT CONTROL DISCLAIMS ANY LIABILITY RELATING THERETO. YOU UNDERSTAND AND AGREE THAT ANY CONTENT, MATERIAL AND/OR INFORMATION OBTAINED THROUGH THE USE OF THE SITES ARE USED AT YOUR SOLE RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR MOBILE PHONE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH CONTENT, MATERIAL AND/OR INFORMATION.

### 13. Limitation of Liability

- a. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ELITE WEIGHT CONTROL OR ITS RELATED PERSONS BE LIABLE TO YOU OR TO ANY PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR OTHER INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE OR DATA, SERVICE INTERRUPTION, COMPUTER OR MOBILE PHONE DAMAGE, OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS, INCLUDING DEATH, ARISING OUT OF OR IN CONNECTION WITH ANY ACCESS, USE OF (OR INABILITY TO USE) THE SERVICES OR ANY SERVICES CONTENT, OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICES. THIS IS

TRUE EVEN IF ELITE WEIGHT CONTROL OR RELATED PERSONS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

- b. IN NO EVENT WILL ELITE WEIGHT CONTROL OR ITS RELATED PERSONS' TOTAL AGGREGATE LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED THE GREATER OF (1) THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THE APPLICABLE CLAIM, OR (2) \$100.
- c. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for damages such as in this section. Accordingly, some of these limitations may not apply to you in their entirety. If you are a resident of a U.S. state that permits the exclusion of these warranties and liabilities, then the limitations in this section specifically do apply to you.

#### 14. Governing Law, Dispute Resolution, and Arbitration

- a. IMPORTANT NOTE: PLEASE READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES YOU AND ELITE WEIGHT CONTROL OR ANY OF ITS RELATED PARTIES TO RESOLVE ALL DISPUTES THROUGH BINDING INDIVIDUAL ARBITRATION AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM ELITE WEIGHT CONTROL OR ANY OF ITS RELATED PERSONS. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND ELITE WEIGHT CONTROL AND ITS RELATED PERSONS ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION.
- b. Governing Law. These Terms and your use of the Services shall be governed by the laws of the State of Indiana, without giving effect to the principles of conflict of laws. Subject to the requirement to arbitrate set forth in this Section 14, exclusive jurisdiction for all disputes that do not require arbitration will be the state and federal courts located in the State of Indiana, and you consent to the jurisdiction of those courts.
- c. Informal Dispute Resolution. You agree to first attempt to resolve any dispute, claim or controversy (whether involving contract, tort, equitable, statutory, or any other legal theory) with Elite Weight Control or any of its Related Persons arising out of or relating to these Terms or the Services ("Dispute") informally by contacting [contact@eliteweightcontrol.com](mailto:contact@eliteweightcontrol.com) with a description of the Dispute. If we cannot resolve your Dispute informally within thirty (30) days, you and we each agree to a dispute resolution process requiring individual arbitration as set forth in this section.
- d. AGREEMENT TO ARBITRATE. You agree that any Disputes that you and Elite Weight Control or any of its Related Persons are unable to resolve informally will be settled by binding arbitration, except that each party retains the right: (i) to bring an individual action in small claims court and (ii) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. You will also have the

right to litigate any other Dispute if you provide us with written notice to opt out of arbitration (“Arbitration Opt-out Notice”) by email at [contact@eliteweightcontrol.com](mailto:contact@eliteweightcontrol.com) or by regular mail to the address set forth in the “Contact Information” section below within thirty (30) days following the date you first accept these Terms, or if you have not registered for an account, then within thirty (30) days following the date you first use our Services. If you don’t provide us with an Arbitration Opt-out Notice within the thirty (30) day period, you will be deemed to have knowingly and intentionally waived your right to litigate any Dispute except as expressly set forth in clauses (i) and (ii) above. Unless you timely provide us with an Arbitration Opt-out Notice, you acknowledge and agree that you and we are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Further, unless you otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If a decision is issued stating that applicable law precludes enforcement of any limitations set forth in this Agreement to Arbitrate on the right to arbitrate claims on a class or representative basis, or as part of a consolidated proceeding, as to a given claim for relief, then that claim (and only that claim) must be severed from the arbitration and brought in the state or federal courts located in Indiana. All other claims will be arbitrated.

- e. Arbitration Rules. The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “AAA Rules”) then in effect, except as modified by this “Governing Law; Dispute Resolution; and Arbitration” section. (The AAA Rules are available at <https://www.adr.org/Rules>.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.
- f. Arbitration Process. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. AAA provides a general form for a Demand for Arbitration and a separate form for Demand for Arbitration for California residents. The arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA’s roster of arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.
- g. Arbitration Location and Procedure. Unless you agree with us otherwise, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of the documents that are submitted to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.



- h. Arbitrators Decision. The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award of damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law. We will not seek, and hereby waive all rights we may have under applicable law to recover, attorneys' fees and expenses if we prevail in arbitration.
- i. Fees. Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$75,000, we will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11( b )).
- j. Changes. Notwithstanding anything to the contrary in these Terms, if we change this "Dispute Resolution" section after the date you accepted these Terms or access our Services, you may reject any such change by sending us written notice (including by email to [contact@eliteweightcontrol.com](mailto:contact@eliteweightcontrol.com)) within thirty (30) days of the date such change became effective, as the date first affixed above or in the date of our email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and us in accordance with the provisions of this "Dispute Resolution" section as of the date you accepted these Terms, or accessed our Services.
- k. No Class Actions. YOU AND ELITE WEIGHT CONTROL AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Elite Weight Control or an applicable Related Person agree otherwise in writing, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.
- l. Severability. All parts of these Terms apply to the maximum extent permitted by law. Elite Weight Control and you both agree that if we cannot enforce a part of this contract as written, then that part will be replaced with terms that most closely match the intent of the part we cannot enforce, to the extent permitted by law. The invalidity of part of these Terms will not affect the validity and enforceability of the remaining provisions. The section headings are for convenience only and do not have any force or effect.

## 15. Miscellaneous Terms

- a. Notice. You may provide notice to us by emailing us at [contact@eliteweightcontrol.com](mailto:contact@eliteweightcontrol.com). Any notice sent by you via email is deemed to be delivered upon confirmation of receipt from us.
- b. No waiver. No waiver by Elite Weight Control of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by Elite Weight Control to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.
- c. No agency relationship. Neither these Terms, nor any Services Content, materials or features of the Services create any partnership, joint venture, employment, or other agency relationship between us and you. You may not enter into any contract on our behalf or bind us in any way.
- d. Remedies. You agree that any violation, or threatened violation, by you of these Terms constitutes an unlawful and unfair business practice that will cause us irreparable and unquantifiable harm. You also agree that monetary damages would be inadequate for such harm and consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate. These remedies are in addition to any other remedies we may have at law or in equity.
- e. Assignment. You may not assign any of your rights under these Terms, and any such attempt will be null and void. Elite Weight Control and its affiliates may, in their individual discretion, transfer, without further consent or notification, all contractual rights and obligations pursuant to these Terms if some or all of the business of Elite Weight Control is transferred to another entity by way of merger, sale of its assets, or otherwise.
- f. Headings. The heading references herein are for convenience purposes only and shall not be deemed to limit or affect any of the provisions hereof.
- g. Entire Agreement. These terms are the entire agreement between you and Elite Weight Control relating to the Services and supersedes all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter, excluding any other agreements that you may have entered into with Elite Weight Control.

#### 16. Contact Us

- a. If you have any questions about these Terms, please contact us at [contact@eliteweightcontrol.com](mailto:contact@eliteweightcontrol.com)