



**QUINTESSENTIAL BIOSCIENCES, INC.
TERMS OF USE**

Effective Date: February 21, 2020

For more information or if you have any questions about these Terms of Use, please contact us at compliance@qsciences.com.

This is a legally binding agreement between you and QUINTESSENTIAL BIOSCIENCES, INC., (“Q Sciences,” “we,” or “us”) about your use of the Q Sciences website (<https://qsciences.com/>) and related websites, applications and services, such as our Back Office website (<https://myqsciences.com/>), replicated sites and mobile applications (collectively, the “Site”). Your use of the Site means that you have read, understand, and agree to the following terms and conditions, including those incorporated by reference (“Terms of Use”). Please read these Terms of Use carefully before you use the Site. **IF YOU DO NOT AGREE TO THESE TERMS OF USE, THEN YOU MUST NOT USE OR MUST STOP USING THE SITE IMMEDIATELY.** References in these Terms of Use to “you” or “your” refer to you, the person requesting access to and use of the Site.

The Site and Site Content

1. The Site is intended to be used by adults (over the age of 18) to learn more about Q Sciences, its products, and opportunities, as well as to purchase Q Sciences products as a retail customer, preferred customer or an Ambassador. Ambassadors may also use the Site to conduct their own business, manage their preferred customers and sponsorships, monitor the volume of their business and use any data analytic tools that might be provided by Q Sciences.
2. THE PRODUCTS ON THE SITE ARE NOT INTENDED TO DIAGNOSE, TREAT, CURE, OR PREVENT ANY DISEASE. INFORMATION AND STATEMENTS REGARDING DIETARY SUPPLEMENTS HAVE NOT BEEN EVALUATED BY THE FOOD AND DRUG ADMINISTRATION (“FDA”) AND ARE NOT INTENDED TO DIAGNOSE, TREAT, MITIGATE, CURE, OR PREVENT ANY DISEASE. INFORMATION ON THE SITE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT MEANT TO SUBSTITUTE FOR THE ADVICE PROVIDED BY YOUR OWN PHYSICIAN OR OTHER MEDICAL PROFESSIONAL. YOU SHOULD NOT USE THE INFORMATION ON THE SITE FOR DIAGNOSING OR TREATING A HEALTH PROBLEM OR DISEASE OR PRESCRIBING ANY MEDICATION. YOU SHOULD READ CAREFULLY ALL PRODUCT PACKAGING. **IF YOU HAVE OR SUSPECT THAT YOU HAVE A MEDICAL PROBLEM, PROMPTLY CONTACT YOUR HEALTH CARE PROVIDER.**
3. Information in the Site is subject to change without notice. In addition, Q Sciences may make changes to the products described on the Site and prices for such products at any time without notice. Information regarding Q Sciences’ products and services is applicable only in the United States, unless otherwise noted. Some products and services may not be available in certain areas. Q Sciences makes no representation that the Materials (defined below) included in the Site are appropriate or available for use in countries other than the United States. Those who

do access the Site from other countries are solely responsible for compliance with local laws of that country.

4. In the event that Q Sciences may, from time to time, allow for discussions, chats, postings, transmissions, bulletin board and the like on the Site, Q Sciences is under no obligation to monitor or review such transmitted information and assumes no responsibility or liability arising from the content of any such transmissions nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger or inaccuracy of any such information. You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability or otherwise violate any law. Q Sciences will fully cooperate with any law enforcement authorities or court order requesting or directing Q Sciences to disclose the identity of anyone posting any such information or materials.

Your Account and Personal Information

5. To access or use some portions of the Site, you may be asked to register for and maintain an active user account. During account registration, you must choose a username and password that will be unique to your user account. Account registration requires you to submit to us certain personal information, which may include without limitation, your name, age, date of birth, address, and mobile phone number. You acknowledge and agree that this information (excluding your unique username and password) may be used and disclosed by us in accordance with our Privacy Policy. Please read our Privacy Policy to review how information about you is collected, used, stored, shared and kept secure. By agreeing to these Terms of Use and/or by using the Site, you are also agreeing to the Privacy Policy and consenting to all actions taken by us with respect to your information in compliance with the Privacy Policy. The Privacy Policy (and any subsequent amendments thereto) is incorporated by reference into these Terms of Use.

6. It is a condition of your use of the Site that all the information you provide on the Site is at all times correct, current and complete. We may suspend or terminate your right to use the Site for any or no reason and at any time in our sole discretion, including if we learn you provided us with false or misleading data or other information. If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures (collectively, “Security Information”), you must treat such information as confidential, and you must not disclose it to any other person or entity. You acknowledge your account is personal to you and agree not to provide any other person with access to this Site or portions of it using your Security Information. You are solely responsible for maintaining the confidentiality of your Security Information, and you are solely responsible for all use of your Security Information or account, whether or not authorized by you. We cannot and will not be liable for any loss or damage arising from your failure to comply with these Terms of Use. You agree to notify us immediately of any unauthorized access to or use of your Security Information, account or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your Security Information or other personal information. You are responsible for making all arrangements necessary for you to have access to the Site and ensuring that all persons who access the Site through your Internet connection are aware of these Terms of Use and comply with them.

7. We have the right to disable any Security Information or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Ambassador Obligations

8. If you choose to enroll as an Ambassador, you must enter into an Ambassador Agreement with us and agree to abide by our Ambassador Policies and Procedures (the “Ambassador Policies”). An adult parent/legal guardian of a minor child who is at least sixteen (16) years of age or older may enroll such a minor child to be an Ambassador. In such cases, the parent/legal guardian must be a holder of the Ambassador account. To the extent that there is a conflict between these Terms of Use and the Ambassador Agreement, the Ambassador Agreement shall govern to the extent necessary to resolve the conflict. To the extent that there is a conflict between these Terms of Use and the Ambassador Policies, the Ambassador Policies shall govern to the extent necessary to resolve the conflict.

Prohibited Uses

9. You may use the Site only for lawful purposes and as provided in these Terms of Use. You agree to not use the Site in any of the following ways:

- a. In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of product, data or software to and from the US or other countries);
- b. To obtain or attempt to obtain any Materials (defined below) or information through any means not intentionally made available or provided for through the Site;
- c. For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
- d. To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter”, “spam”, or any other similar solicitation;
- e. To impersonate or attempt to impersonate Q Sciences, a Q Sciences employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing);
- f. To access or attempt to access any other user’s account and/or use any other user’s Security Information;
- g. To engage in high-pressure selling or cross-recruiting of Ambassadors;
- h. To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Site, or which, as determined by us, may harm Q Sciences or users of the Site or expose them to liability; or
- i. If you are an Ambassador, to engage in any other conduct prohibited by the Ambassador Agreement and/or Ambassador Policies.

10. You further agree to not do any of the following:

- a. Use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party’s use of the Site, including their ability to engage in real time activities through the Site;
- b. Use any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the material on the Site;
- c. Use any manual process to monitor or copy any of the material on the Site or for any other unauthorized purpose without our prior written consent;
- d. Use any device, software or routine that interferes with the proper working of the Site;
- e. Introduce any viruses, trojan horses, worms, logic bombs or other material that is malicious or technologically harmful;
- f. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer or database connected to the Site;

- g. Attack the Site via a denial-of-service attack or a distributed denial-of-service attack
- or
- h. Otherwise attempt to interfere with the proper working of the Site.

Payment

11. Q Sciences or its payment processing partner may collect payment from you through the Site for your purchase of goods or services. You acknowledge and agree that:
- a. You will use only credit cards or other payment means which you are duly and fully authorized to you;
 - b. You will only provide payment related information that is accurate and correct and will continue to be accurate and correct;
 - c. In the event you dispute any fees chargeable or charged through our Site, you will resolve such dispute in accordance with these Terms of Use; and
 - d. By submitting payment through the Site, you accept the terms of use and privacy policy of our payment processing partner with respect to those payments.
12. IN NO EVENT WILL Q SCIENCES OR OUR PAYMENT PROCESSING PARTNER BE RESPONSIBLE IF Q SCIENCES OR OUR PAYMENT PROCESSING PARTNER ARE UNABLE TO COMPLETE A TRANSACTION FOR ANY REASON.

Cancelling, Returning or Exchanging Product

13. The following provisions of this Section (Cancelling, Returning or Exchanging Product) do not apply to any Q Sciences product purchased through any bulk sales program or any non-Q Sciences website.

14. **Cancellation.** Retail customers may cancel a transaction without any penalty or obligation within three (3) business days from the date of purchase on the retail sales receipt. To cancel a transaction made directly through an Ambassador who is authorized to resell product (*i.e.*, Ambassadors in the United States and Canada only), retail customers must either mail or deliver a signed and dated copy of the retail sales receipt or any other written notice, or send a certified letter, to the Ambassador at the address on the front of the retail sales receipt **NOT LATER THAN MIDNIGHT OF THE THIRD BUSINESS DAY**. Retail customers should receive a refund within ten (10) business days following receipt of a valid and timely cancellation notice. Retail customers who received the product prior to a valid and timely cancellation must return the cancelled product in substantially as good condition as when it was received. Such product may be returned, if applicable, by making it available for pick up by an Ambassador at the retail customer's residence, or by following an Ambassador's or Q Sciences' instructions for return of the cancelled product. If the retail customer fails to return the cancelled product, then the retail customer remains liable for the Product.

15. **Return or Exchange.** If you are not completely satisfied with any Q Sciences product that you purchased you may request a refund or exchange within thirty (30) days from the date of purchase by returning the unused portion of the product back to Q Sciences. (If you purchased product directly from an Ambassador, who is authorized to resell product (*i.e.*, Ambassadors in the United States and Canada only), you can request a refund directly from the Ambassador.) The refund or exchange amount is based upon the price paid at the time of sale, sales tax (if applicable) and shipping costs.* Product refunds are made in the same form of payment as the product purchase. Product exchanges will be for product(s) of equal or lesser value of the price paid at the time of sale.

**Refunded shipping costs are calculated as the lesser of 5% retail value of the items returned or*

\$75, but no less than the current standard flat shipping rate.

16. **Refund.** To be entitled to a refund from Q Sciences, you must meet the following requirements: (A) The returned Products must be accompanied by a Returned Merchandise Authorization (RMA) number provided by the Q Sciences Customer Service Department and an inventory list of the product(s) returned; (B) the returned Products must appear on the individual's order history; and (C) the returned products must have been purchased within thirty (30) days preceding the date of the return. All product returned to us will remain with us, even if your return or exchange does not meet the abovementioned requirements.

17. **Credits.** If you have a credit on your account, you must use the credit within six (6) months from the date on which the credit was issued. If credits have not been used within six (6) months, Q Sciences will attempt to notify you periodically. There will be a \$10.00 charge for each attempted notification. This charge will be deducted from the credit on account.

Intellectual Property and Confidential Information

18. The trademark Q Sciences® and other trademarks displayed on the Site are registered and/or unregistered trademarks of Q Sciences. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any trademark displayed on the Site, or any license or right to use any other trademark owned by any other third party. You must not use Q Sciences's trademarks without the prior written permission of Q Sciences. In the event that you misuse any trademark in violation of these Terms of Use, Q Sciences will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution.

19. You should assume that all content, materials, designs, text and images (collectively, the "Materials") contained on the Site are copyrighted and may not be used except as provided in these Terms of Use. You may download one copy of the Materials to one computer for your personal and non-commercial home use provided you do not change any copyright, trademark or other proprietary notice. If you modify or use the Materials for any other purpose, you will be violating the intellectual property rights of Q Sciences. Q Sciences neither warrants nor represents that your use of the Materials will not infringe rights of third parties not affiliated with Q Sciences. Any unauthorized use of the Materials is strictly prohibited and is a violation of the rights of Q Sciences and/or third parties, including, without limitation, under copyright laws, trademark laws, the laws of privacy and publicity.

20. The Site may provide you with an opportunity to communicate with us. Please be aware that any communication, whether it be suggestions, ideas, graphics, or other material, to Q Sciences through the Site or otherwise will be treated as non-confidential and non-proprietary. Anything you submit, transmit, or post becomes the property of Q Sciences and Q Sciences is free to use any ideas, concepts, suggestions, graphics, photography, or know-how contained in any communication for any purpose whatsoever, whether commercial or noncommercial, without payment of any compensation to you.

21. You must not upload, post or otherwise make available on the Site, any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right. You will indemnify Q Sciences and its officers, directors, members, employees, agents and independent contractors for any claims by third parties of infringement of copyrights, trademarks, proprietary rights or any other harm resulting from such a submission of material by you.

Disclaimer of Warranty and Limitation of Liability

22. While Q Sciences uses reasonable efforts to include accurate and up to date information in the Site, WE MAKE NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY, CORRECTNESS, RELIABILITY OR OTHERWISE WITH RESPECT TO SUCH INFORMATION, AND ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY OMISSIONS OR ERRORS (INCLUDING, WITHOUT LIMITATION, TYPOGRAPHICAL ERRORS AND TECHNICAL ERRORS) IN THE CONTENT OF THE SITE.

23. Use of and browsing in the Site is done at your own risk. Q SCIENCES DOES NOT REPRESENT OR WARRANT THAT YOUR USE OF THE SITE WILL BE UNINTERRUPTED, ERROR FREE, SECURE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. It is up to you to take precautions to ensure that whatever Materials you select for your use is free of such items as viruses, worms, trojan horses and other items of a destructive nature.

24. Without limiting the foregoing, EVERYTHING ON THE SITE IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND Q SCIENCES HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE.

25. **LIMITATION ON DAMAGES.** Q SCIENCES, ITS AFFILIATES (INCLUDING ANY PARENT OR SUBSIDIARY COMPANIES), LICENSORS, AND SERVICE PROVIDERS, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, AND ANY SUCCESSORS AND ASSIGNS, SHALL NOT BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUES, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), OR ANY OTHER DAMAGES WHATSOEVER, ARISING OUT OF OR RELATED TO: (A) YOUR ACCESS TO, OR USE OF, OR BROWSING THE SITE, OR DOWNLOADING OF ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO OR AUDIO FROM THE SITE, INCLUDING, WITHOUT LIMITATION, DAMAGE TO, OR VIRUSES THAT MAY INFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY AS A RESULT THEREOF; (B) THE USE OR THE INABILITY TO USE THE SITE; (C) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICE RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICE PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SITE; (D) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (E) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; OR (F) ANY OTHER MATTER RELATING TO THE SITE. The foregoing limitation of liability shall apply to the maximum extent permitted by law.

26. **LIMITATION OF TIME TO FILE CLAIMS.** ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

27.

28. **MONETARY CAP.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL Q SCIENCES, ITS AFFILIATES (INCLUDING ANY PARENT OR SUBSIDIARY COMPANIES), LICENSORS, AND SERVICE PROVIDERS, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, AND ANY SUCCESSORS AND ASSIGNS, HAVE ANY LIABILITY ARISING

FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SITE OR THE CONTENT AND SERVICES FOR DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED \$1,000. THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR Q SCIENCES WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

29. **CLASS ACTION WAIVER.** YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED IN ACCORDANCE WITH THESE TERMS OF USE AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION LAWSUIT, OR CLASS OR COLLECTIVE ARBITRATION.

30. If applicable law does not allow for any disclaimer or limitations of liability set forth in these Terms of Use, the disclaimer or limitation shall be deemed modified solely to the extent necessary to comply with applicable law.

31. This Section (Disclaimer of Warranty and Limitation of Liability) will survive the termination or expiration of these Terms of Use. This Section is in addition to any disclaimers and/or limitations of liability in the Ambassador Agreement, if applicable.

Indemnification

32. You agree to defend, indemnify, and hold harmless Q Sciences, its affiliates (including any parent or subsidiary companies), licensors, and service providers, and its and their respective officers, directors, members, employees, agents, independent contractors, and any successors and assigns from and against any and all claims, demands, actions, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including without limitation interest, penalties, reasonable attorneys' fees and expert witness costs) arising out of or in any way relating to:

- a. Your violation of these Terms of Use or any documents referenced herein;
- b. Your use of the Site, including, but not limited to, any use of the Site's content, or your use of any information obtained from the Site; and
- c. Any actions made with your account whether by you or someone else.

33. This Section (indemnification) will survive the termination or expiration of these Terms of Use. This Section is in addition to any indemnification obligations in the Ambassador Agreement, if applicable.

Suspension or Termination of Access

34. In its sole and absolute discretion, with or without notice to you, Q Sciences may suspend or terminate your access to or use of the Site, terminate your account or remove and discard anything transmitted by you, or information stored, sent, or received from you via the Site for any reason, including, but not limited to:

- a. Any unauthorized access to or use of the Site;
- b. Any violation of these Terms of Use or, if applicable, any underlying agreements with Q Sciences;
- c. Tampering with or alteration of any of the software or data files contained in, or accessed through, the Site;
- d. If Q Sciences determines in its sole discretion that you have used or are using the Site in or for any fraudulent or illegal purpose, including if you are engaged in suspicious activity or Q Sciences determines that your continued use of the Site would cause Q Sciences to violate any applicable law or would place Q Sciences at material risk of suffering any sanction, penalty or

liability; or

e. If your actions or omissions create an immediate threat or may cause material harm to any person or organization.

35. You may request to terminate your account for any reason by emailing Q Sciences at compliance@qsciences.com. Q Sciences shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension of your access rights to the Site. Termination or suspension of your access rights to the Site shall not affect any right or relief to which Q Sciences may be entitled, at law or in equity.

User Communications

36. **YOUR EXPRESS CONSENT TO MARKETING AND NON-MARKETING COMMUNICATIONS.** By providing us with your contact information and using the Site, you expressly acknowledge and agree that Q Sciences, and other individuals and entities connected to the Site, may contact you. You may be contacted through the Site or by e-mail, telephone, or text messages (including by an automatic telephone dialing system and/or an artificial or prerecorded voice message system at any of contact information provided by you, including cell phone numbers, or on your behalf in connection with a Q Sciences account)). You expressly consent to be contacted for any reason, including (but not limited to) sending you notices, communications, reminders, and information to you about these Terms of Use, the Site, products and for marketing purposes, and in response to any inquiries that you make to Q Sciences, or submissions that you may send to Q Sciences. Message and data rates charged by your cell phone company may apply. We are not responsible for any data transmission fees. You may receive multiple messages per day and you authorize the delivery of detailed messages to the contact information associated with your account. These communications may not be secure and not encrypted. Unsecured communications pose a risk to the confidentiality and privacy of the information being sent because they are susceptible to possible interception by a third party. You understand that you are not required to provide consent to receive automated text messages and calls for marketing purposes as a condition of purchasing any property, goods, or services in connection with your use of the Site. You also understand that you may opt out of receiving such automated text messages from Q Sciences at any time, either by replying to the text message with the word "STOP" or by going to compliance@qsciences.com.

37. If you have opted in to receive special offers from Q Sciences via email, text message, or otherwise, you can unsubscribe via the links provided in the email, text message, or otherwise at any time or by contacting us at compliance@qsciences.com. By opting in to receive special offers from us, you also consent to receiving, from time to time, text messages or emails which may include alerts, promotions, offers, polls, and giveaways.

38. Q Sciences may, in its sole discretion, create referral or promotional codes ("Promo Codes") that may be redeemed for discounts on future services or the services of third party service providers, or other features or benefits related to the Site and the services of third party service providers, subject to any additional terms that Q Sciences establishes. You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold, or transferred in any manner, or made available to the general public (whether posted to a public forum or otherwise), unless expressly permitted by Q Sciences; (iii) may be disabled by Q Sciences at any time for any reason without liability to Q Sciences; (iv) may only be used pursuant to the specific terms that Q Sciences establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. Q Sciences reserves the right to withhold or deduct credits or other features or benefits obtained through the use of the referral system or Promo Codes by you or any other user in the event that Q Sciences determines or believes that the use of the referral system or use or redemption of the Promo Code was in error,

fraudulent, illegal, or otherwise in violation of Q Sciences' Terms of Use.

Miscellaneous

39. **Third Party Content.** This Site may link to other sites not maintained by or related to Q Sciences. Such hyperlinks are provided as a service to users and are not sponsored by, endorsed or otherwise affiliated with this Site or with the products and services of Q Sciences. Q Sciences has not reviewed all of the sites linked to the Site and is not responsible for the content of any other Site, including their accuracy, completeness, quality or any other aspect thereof. Viewing all other sites is at your own risk. Unless expressly stated, Q Sciences does not endorse any products or services offered by any company or person linked to its Site. You may not create a link to the Site without first obtaining Q Sciences' written permission. Additionally, your access to and use of certain third party content, products or services available to you via the Site may require you to acknowledge your acceptance of additional terms of use associated with such third party content, products or services ("Third Party Terms"), and your failure to do so may restrict you from accessing such third party content, products, or services and/or using certain of the Site's features and functionality. Any violation of such Third Party Terms will also be deemed a violation of these Terms of Use.

40. **Choice of Law and Venue.** This Site is controlled by Q Sciences from its offices in the state of Utah, in the United States of America. Q Sciences makes no representation that all of the contents of the Site are appropriate or available for use in other locations, and access to the Site is prohibited from locations where some or all of the content is illegal. If you choose to access this Site from other locations, you do so at your own initiative, and you are responsible for compliance with applicable local laws. You may not use or export any contents of the Site in violation of U.S. export laws and regulations. Any claim relating to the Site content shall be governed by the internal substantive laws of the State of Utah without regard to its conflict of law principles. You agree and hereby submit to the exclusive personal jurisdiction and venue of the Federal and State Courts located in Salt Lake County, Utah, United States of America. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms of Use, including, without limitation, this paragraph. Any failure by Q Sciences to enforce any of its right under these Terms of Use or under applicable law shall not constitute a waiver of such rights.

41. **Assignment.** Q Sciences shall be permitted to assign, transfer, and subcontract its rights and/or obligations under these Terms of Use without any notification or consent required by you. However, you shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms of Use.

42. **Severability.** If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the disclaimers and liability limitations set forth above, then the invalid or unenforceable provisions will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Use shall continue in effect.

43. **Changes.** Q Sciences may, at any time and from time to time, revise these Terms of Use by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the then-current Terms of Use. Certain provisions of these Terms of Use may be superseded by expressly designated legal notices or terms located on particular pages of the Site.

44. **Entire Agreement.** These Terms of Use, the Privacy Policy and, if applicable, the Ambassador Agreement (including the Ambassador Policies and Compensation Plan) set forth the entire understanding and agreement between you and Q Sciences with respect to the Site. You

acknowledge that any other agreements between you and Q Sciences with respect to the Site are superseded and of no force or effect.