

TERMS AND CONDITIONS OF USE

These Terms and Conditions of Use (the “Terms and Conditions”) will be effective for all users as of April 19th , 2019 (the “Effective Date”).

1. CONTRACTUAL RELATIONSHIP

This Terms and Conditions of are a contract between you and the Company (defined below) governing your use of the Company services of the applications, websites, content, products, and services (the “Services”) made available by iGalen Inc., and its parents, subsidiaries, representatives, affiliates, officers and directors (collectively, the “Company”).

The Company provides access to www.igalen.com (the “Site”) and each website owned or maintained by the Company (collectively, together with the Site, the “Sites”), and provides the Services, subject to these Terms and Conditions, and your acceptance thereof.

By accessing, browsing, framing, using and/or linking to the Site, Sites or Services, you agree to be bound by the terms of these Terms and Conditions. You further agree to be bound by any and all posted guidelines, rules, terms of service, acceptable use policies, privacy policies, or other contractual provision as noted, including but not limited to the following Company policies (collectively, the “Company Policies”)

- [iGalen Privacy Policy](#)

The Company may amend the Terms and Conditions from time to time in its sole discretion. Amendments will effective upon the Company’s posting of such updated Terms and Conditions at this location or in the amended policies or supplemental terms on the applicable Service(s). Your continued access or use of the Sites or Services after such posting confirms your consent to be bound by the Terms and Conditions, as amended.

The Company’s collection and use of personal information in connection with the Services is described in the iGalen Privacy Policy located at https://s3-us-west-1.amazonaws.com/igalen/assets/Privacy_Policy.pdf

IMPORTANT: PLEASE REVIEW THE ARBITRATION AGREEMENT SET FORTH BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH THE COMPANY ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. BY ENTERING THESE TERMS AND CONDITIONS, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THESE TERMS AND CONDITIONS AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

Please read carefully all of the terms and conditions of these Terms and Conditions and the Company Policies, each of which applies to you. Your use of the Site or Sites and the Services, including but not limited to any order placed by you on any of the Sites, signifies your acceptance of these Terms and Conditions and the Company Policies.

If you do not agree to these Terms and Conditions, or the Company Policies, you may not access or use the Sites or Services. These Terms and Conditions expressly supersede prior agreements or arrangements with you. The Company may immediately terminate these Terms and Conditions or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

2. PAYMENT.

The Company provides payments services to users of the Services, including payments in connection with and through the Sites and for the Services ("Payment Services").

The Payment Services may contain links to third-party websites or resources ("Third-Party Services"). Such Third-Party Services are subject to different terms and conditions and privacy practices and you should review them independently. The Company is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Services. Links to such Third-Party Services are not an endorsement by the Company of such Third-Party Services.

Your access to or use of certain Payment Services may be subject to, or require you to accept, additional terms and conditions. If there is a conflict between these Terms and Conditions and terms and conditions applicable for specific Third-Party Services, the latter terms and conditions will take precedence with respect to your use of or access to that Payment Service, unless specified otherwise.

You understand that use of the Services may result in charges to you for the services or goods you receive ("Charges"). The Company will receive and/or enable your payment of the applicable Charges for services or goods obtained through your use of the Services. Charges will be inclusive of applicable taxes where required by law. Charges may include other applicable fees and/or surcharges.

In the course of purchasing the Services, you will be asked to add a payment method to pay for any applicable Charges, and you will be asked to provide customary billing information such as name, billing address, and financial instrument information either to the Company or its third-party payment processor(s). You must provide accurate, current, and complete information when adding a payment method.

Please note that payment methods may involve the use of third-party payment service providers. These service providers may charge you additional fees when processing payments in connection with the Payment Services, and the Company is not responsible for any such fees and disclaims all liability in this regard. Your payment method may also be subject to additional terms and conditions imposed by the applicable third-party payment service provider; please review these Terms and Conditions before using your payment method.

You are solely responsible for the accuracy and completeness of your payment method information. The Company is not responsible for any loss suffered by you as a result of incorrect payment method information provided by you.

In the event a product is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information, the Company shall have the right to refuse or cancel any orders placed for product listed at the incorrect price. the Company shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, the Company shall immediately issue a credit to your credit card account in the amount of the charge.

Charges paid by you are final and non-refundable, unless otherwise determined by Company.

3. SHIPPING AND DELIVERY POLICIES.

All the risks involved in the delivery of goods shall be borne by you. You shall have no right to claim anything against the Company in case of any problems and/or complications related to the delivery. Under no circumstances will the Company be liable for tampering, theft or damage occurred during the transport: you will have recourse only against the carrier.

Subject to product availability, orders are usually processed for shipment within 1 to 3 business days. Accurate shipping address and phone number are required. Your signature may be required for delivery.

The Company shall at all times be entitled to make partial deliveries unless expressly agreed otherwise.

In the event that circumstances beyond the Company's control occur which make transport to or delivery at the agreed place impossible, or if you do not take delivery of the goods, the Company shall have the right – at its option – to take the goods back or to store them or cause them to be stored at your expense and risk. The costs of return shipment and storage shall be payable by you, and you shall furthermore be obliged to fulfill your obligations to the Company as if delivery has taken place.

4. RETURN AND CANCELLATION POLICY.

The Company offers a 90 (ninety) day 100% (one hundred percent) unconditional money back guarantee on products to all retail customers, less shipping charges for online sales. Refund policies for users vary by region. Please see iGalen Policies and Procedures for refund policies in your region. To return a product for a refund you will need to obtain a Return Merchandise Authorization (RMA) number by contacting the customer support department at support@igalen.com. Refunds will be issued to the same credit card that was charged when ordering the product. Shipping charges and return shipping charges are not refundable in any case. Company is not responsible for lost or stolen items. We recommend all returned items to be sent using some type of delivery confirmation system to ensure proper delivery.

5. CHARGEBACK POLICY.

All references to a "chargeback" refer to a reversal of a credit/debit card charge placed on the Site. There is no reason for a chargeback to ever be filed. If a credit is due, simply contact us, and we will gladly issue it. If you feel that your credit/debit card was used fraudulently on any of the Sites, please contact us at support@iGalen.com for immediate resolution.

6. ORDERING DISCLAIMER.

Your electronic order confirmation, or any form of confirmation, does not signify our acceptance of your order. Company reserves the right to accept or deny shipment to anyone at any time for any reason. Company reserves the right to require additional information before processing any order. If an order appears fraudulent in any way, Company reserves the right to cancel the order, notify the card holder and the proper authorities.

7. THIRD PARTY INTERACTIONS.

The Services may be made available or accessed in connection with third party services and content (including advertising) that the Company does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. the Company does not endorse such third party services and content and in no event shall the Company be responsible or liable for any products or services of such third party providers. The Company provides access to these third party services to you only as a matter of

convenience, and in no event shall Company be responsible for any content, products, or other materials on or available from such sites. You recognize, however, that certain third party providers of ancillary software, hardware or services may require your agreement to additional or different license or other terms prior to your use of or access to such software, hardware or services.

8. SYSTEM OUTAGES

The Company periodically schedules system downtime for maintenance and other purposes. Unplanned system outages also may occur. The Company shall have no liability whatsoever for the resulting unavailability of the Sites or for any loss of data or transactions caused by planned or unplanned system outages or the resultant delay, misdelivery, nondelivered of information caused by such system outages, or any third party acts or any other outages of web host providers or the Internet infrastructure and network external to the Sites.

9. RISK; INTERNET USE

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

10. YOUR ACCOUNT USE AND OBLIGATIONS

You may not use any device, software or routine to interfere with the proper working of the Sites. You may not take any action that imposes an unreasonable burden upon the infrastructure used to support the efficient operation of the Sites including but not limited to unsolicited e-mail (i.e. "Spam").

In consideration of your use of the Sites and Services you agree to: (i) provide true, accurate, and current and complete information about yourself or your organization as prompted by the Sites (the "Registration Information"); and (ii) maintain and update the Registration Information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we may suspend or terminate your account and decline to permit your continued use of the Sites and Services and future access to the Sites and Services. You are responsible for maintaining the confidentiality of your password and account number, and are fully responsible for all activities that occur under your account number and password. You agree that your password may be used to attribute an electronic record and electronic signature to you. Therefore, you shall not disclose your passwords or account identification information to third parties. You agree to immediately notify us of any unauthorized use of your password or any other breach of security. The Company shall not, in any manner, be responsible or liable for fraudulent purchases that are made using your compromised password.

Any information provided to the Company in connection with use of the Sites: (a) shall not be false, inaccurate or misleading; (b) shall not be obscene or indecent; (c) shall not contain any viruses, worms or other malicious programming intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (d) shall not infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (e) shall not be defamatory, libellous, unlawfully threatening or harassing; and (f) shall not create liability for the Company or cause us to lose the services of our Internet service providers or other suppliers. The sender of any

communications to the Sites or otherwise to the Company shall be responsible for the content and information contained therein, including its truthfulness and accuracy. The Sites are provided as a service to their visitors. The Company reserves the right to delete, modify or supplement the content of the Sites at any time for any reason without notification to anyone.

11. PRODUCT DISCLAIMERS; DISCLAIMERS OF WARRANTY.

THE COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF ANY INFORMATION ON THIS SITE. COMPANY DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SITE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SITE OR COMPANY'S PRODUCTS WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY COMPANY.

12. LIMITATION OF LIABILITY.

THE COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SITES OR SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SITES SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COMPANY SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND THE COMPANY'S REASONABLE CONTROL.

IN NO EVENT SHALL THE COMPANY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SITE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SITE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SITE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN ANY INFORMATION CONTAINED HEREIN, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW

THE EXCLUSION OF OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, THE COMPANY'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THIS PROVISION SHALL HAVE NO EFFECT ON THE COMPANY'S CHOICE OF LAW PROVISION SET FORTH BELOW.

13. INDEMNITY.

You agree to indemnify and hold the Company and its affiliates and their officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Sites, Services or services or goods obtained through your use of the Sites or Services; (ii) your breach or violation of any of these Terms and Conditions; or (iii) your violation of the rights of any third party, including Third Party Providers.

14. NOTICE.

Company may give notice by means of a general notice on the Site, electronic mail to your e-mail address on record in Company's account information, or by written communication sent by first class mail or prepaid post to your address on record in Company's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or upon the expiration of 12 hours after sending (if sent by e-mail). You may give notice to Company (such notice shall be deemed given when received by Company) at any time by any of the following: letter delivered by a nationally recognized overnight delivery service or first class postage prepaid mail to Company at the following address: 113 W. 'G' Street #337, San Diego, California 92101 in either case, addressed to the attention of: iGalen General Counsel.

15. **ARBITRATION AGREEMENT.**

By agreeing to the Terms and Conditions, you agree that you are required to resolve any claim that you may have against the Company on an individual basis in arbitration, as set forth in this Arbitration Agreement. This will preclude you from bringing any class, collective, or representative action against the Company, and also preclude you from participating in or recovering relief under any current or future class, collective, consolidated, or representative action brought against the Company by someone else.

Agreement to Binding Arbitration Between You and The Company.

You and the Company agree that any dispute, claim or controversy arising out of or relating to (a) these Terms and Conditions or the existence, breach, termination, enforcement, interpretation or validity thereof, or (b) your access to or use of the Sites or Services at any time, whether before or after the date you agreed to the Terms and Conditions, will be settled by binding arbitration between you and the Company, and not in a court of law.

You acknowledge and agree that you and the Company 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. Unless both you and the Company otherwise agree in writing, any arbitration will be conducted only on an individual basis and not in a class, collective, consolidated, or representative proceeding. However, you and the Company each retain the right to bring an individual action in small claims court and the right 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.

Rules and Governing Law.

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the AAA's Consumer Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this Arbitration Agreement. The AAA Rules are available at www.adr.org or by calling the AAA at 1-800-778-7879.

The parties agree that the arbitrator ("Arbitrator"), and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. The Arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether the Terms and Conditions are unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel.

Notwithstanding any choice of law or other provision in the Terms and Conditions, the parties agree and acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"), will govern its interpretation and enforcement and proceedings pursuant thereto. It is the intent of the parties that the FAA and AAA Rules shall preempt all state laws to the fullest extent permitted by law. If the FAA and AAA Rules are found to not apply to any issue that arises under this Arbitration Agreement or the enforcement thereof, then that issue shall be resolved under the laws of the state of Florida.

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. (The AAA provides a form Demand for Arbitration - Consumer Arbitration Rules at www.adr.org or by calling the AAA at 1-800-778-7879). The Arbitrator will be either (1) a retired judge or (2) an attorney specifically licensed to practice law in the state of Florida and will be selected by the parties from the AAA's roster of consumer dispute 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.

Location and Procedure.

Unless you and The Company otherwise agree, 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 documents you and the Company submit 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.

Arbitrator's Decision.

The Arbitrator will render an award within the time frame specified in the AAA Rules. Judgment on the arbitration award may be entered in any court having competent jurisdiction to do so. 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. An Arbitrator's decision shall be final and binding on all parties. An Arbitrator's decision and judgment thereon shall have no precedential or collateral estoppel effect. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. The Company will not seek, and hereby waives all rights The Company may have under applicable law to recover, attorneys' fees and expenses if The Company prevails in arbitration.

Changes.

Notwithstanding the provisions in Section I above, regarding consent to be bound by amendments to these Terms and Conditions, if The Company changes this Arbitration Agreement after the date you first agreed to the Terms and Conditions (or to any subsequent changes to the Terms and Conditions), you may reject any such change by providing The Company written notice of such rejection within 30 days of the date such change became effective, as indicated in the "Effective" date above. In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to this Arbitration Agreement. By rejecting changes, you are agreeing that you will arbitrate any dispute between you and the Company in accordance with the provisions of this Arbitration Agreement as of the date you first agreed to the Terms and Conditions (or to any subsequent changes to the Terms and Conditions).

Severability and Survival.

If any portion of this Arbitration Agreement is found to be unenforceable or unlawful for any reason, (1) the unenforceable or unlawful provision shall be severed from these Terms and Conditions; (2) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of the Arbitration Agreement or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to the Arbitration Agreement; and (3) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration.

16. ASSIGNMENT

You may not assign your rights or delegate your responsibilities hereunder without the express written permission of iGalen, Inc. iGalen Inc. may, at any time, assign its rights or delegate its obligations hereunder without notice to you.

17. THIRD PARTY BENEFICIARY RIGHTS

No person not a party to these Terms and Conditions is intended to be a beneficiary of these Terms and Conditions, and no person not a party to these Terms and Conditions shall have any right to enforce any term of these Terms and Conditions.

18. GENERAL.

With respect to U.S. Customers, these Terms and Conditions shall be governed by Florida law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with these Terms and Conditions, the Sites or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Florida. If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be invalid or

unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and Company as a result of these Terms and Conditions or use of the Sites. The failure of Company to enforce any right or provision in these Terms and Conditions shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Company in writing. These Terms and Conditions, together with the Company Policies and any applicable Form and policies, comprises the entire agreement between you and Company and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

19. QUESTIONS OR ADDITIONAL INFORMATION.

If you have questions regarding these Terms and Conditions or wish to obtain additional information, please send an e-mail to support@igalen.com.