

## TRUMACRO TERMS OF USE

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The trumacro™ Sites are not directed to children under the age of 18, and we will not knowingly collect personally identifiable information from children under 18. Further, you must be 18 years of age or older to use the trumacro™ Sites. You acknowledge and agree that the products found on the trumacro™ Sites are intended for use and may only be purchased by healthy individuals over the age of 18. By registering or purchasing any product or service, you represent and warrant that you are 18 or older and authorized to enter into the transaction contemplated therein and you agree to abide by any such restrictions, and not to help anyone avoid such restrictions. WE STRONGLY RECOMMEND THAT PARENTS PARTICIPATE IN THEIR CHILDREN'S EXPLORATION OF THE INTERNET AND ANY ONLINE SERVICES AND USE THEIR BROWSER'S PARENTAL CONTROLS TO LIMIT THE AREAS OF THE INTERNET TO WHICH THEIR CHILDREN HAVE ACCESS.

### IV. TRANSACTIONS

It is your responsibility to confirm and obey all applicable federal, state, local, and international laws in regard to the sale, possession, and use of any item purchased from the trumacro™ Sites, including, but not limited to, any minimum age requirements. By placing an order, you represent and warrant that such use will be only in a lawful manner for your personal use and not for resale or distribution to third parties and that you are authorized to use the credit card or other payment method you have used in connection with such order. trumacro™ reserves the right to refuse any order or transaction you place through the trumacro™ Sites. Additionally, trumacro™ may limit or cancel quantities or orders purchased per registrant, person, per household, or per order, for a violation of any of the trumacro™ Policies or otherwise as trumacro™ determines in its sole discretion. trumacro™ specifically reserves the right to limit, cancel or otherwise prohibit orders that in trumacro's sole determination appear to be placed by unauthorized dealers, resellers, distributors, or other person(s) for the purpose of resale to third parties or for other uses which are not permitted. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing and/or shipping address. In the event trumacro™ makes any change to or cancels an order, trumacro™ will attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.

Orders Made on the trumacro™ Sites: You acknowledge and agree that your order is an offer to buy, under these trumacro™ Policies, all products and services listed in your order. We are under no obligation to accept any order, and may reject any order in our sole discretion for any reason or no reason. After having received your order, you will receive a confirmation e-mail with your order number and details of the items you have ordered. Acceptance of your order and the formation of the contract of sale between trumacro™ and you will not take place unless and until you have received your order confirmation e-mail.

Shipping: Please check the individual product page for specific delivery options. For all orders, you will pay all shipping and handling charges specified during the ordering process. For domestic orders, title and risk of loss pass to you upon delivery. Orders should ship within 1-4 business days, but shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.

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Product Returns: All orders made on the trumacro™ Sites shall be subject to the following return policies: Except for any products designated on the trumacro™ Sites as non-returnable, we will accept a return of the products for a refund of your purchase price, but not including original shipping and handling costs, provided such return is made within thirty (30) days of delivery along with your receipt. Returned products must be unopened, undamaged, and in their original packaging. Returned merchandise must be received unused, unworn, unwashed, with tags, and in good condition. Returns are only accepted if the products or merchandise were purchased through trumacro.com. We are unable to process returns, nor provide prepaid labels for third-party retailer purchases. Any products purchased through third-party retailers must be returned through such retailer, according to its return terms, if any. To return products, you must e-mail us at [support@trumacro.com](mailto:support@trumacro.com) to receive instructions on your requested return. You are responsible for all shipping and handling charges on returned items. You bear the risk of loss during return shipment. We therefore strongly recommend that you

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Burlington, NC 27215

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- An identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
- A statement from you, under the penalty of perjury, that you are the copyright owner, licensee, or otherwise have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled;

- Your name, address, telephone number, and e-mail address;
- A statement that you consent to the jurisdiction of a Federal District Court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district, and that you will accept service of process at the address above from the person who provided notification of allegedly infringing material or an agent of such person;
- Your electronic or physical signature.

It is our policy to terminate relationships with third parties who repeatedly infringe the copyrights of others. If you fail to comply with all of the requirements of Section 512(c)(3) of the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (“DMCA”), your DMCA notice may not be effective. Please be aware that if you knowingly materially misrepresent that material or activity on the trumacro™ Sites is infringing your copyright, you may be held liable for damages (including costs and attorneys’ fees) under Section 512(f) of the DMCA.

Linking to the trumacro™ Sites: You may link to the trumacro™ Sites from other websites, provided you do so in a way that is fair and legal, does not directly or indirectly imply a relationship with or endorsement by trumacro, and does not damage and/or take advantage of trumacro’s reputation, which shall be determined by trumacro™ in trumacro’s sole discretion. The trumacro™ Sites must not be framed on any other site. We reserve the right to withdraw linking permission at any time.

Links to Other Sites and Services: The trumacro™ Sites may contain links to other websites. trumacro™ is not responsible for the content, accuracy, or opinions expressed in other websites, and other websites are not investigated, monitored, or checked for accuracy or completeness by trumacro. Inclusion of any linked website on or through the trumacro™ Sites does not imply our approval or endorsement of the linked website or any products or services contained therein. We strongly advise that you properly investigate before accessing any linked website, or engaging in any use or transaction therewith. Such linked websites are not controlled by trumacro, and are subject to different terms of use or privacy policies. IF YOU DECIDE TO LEAVE THE TRUMACRO SITES AND ACCESS OTHER WEBSITES EVEN THROUGH A LINK ON THE TRUMACRO SITES, YOU DO SO AT YOUR OWN RISK, AND TRUMACRO SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY RELATED THERETO, INCLUDING, BUT NOT LIMITED TO, THE ACCURACY, LEGALITY, OR DECENCY OF ANY MATERIALS CONTAINED ON SUCH WEBSITES.

## VII. INDEMNIFICATION

You are responsible for maintaining the confidentiality of your username(s), password(s), and your account(s), as well as all activities that occur under your account(s). You hereby agree to defend, indemnify, and hold trumacro, its affiliates, our licensors, licensees, distributors, agents, representatives, and other authorized users, and each of the foregoing entities’ respective resellers, distributors, service providers, and suppliers, and all of the foregoing entities’ respective officers, directors, owners, employees, agents, representatives and assigns (collectively, the “Indemnified Parties”) harmless from and against any and all losses, damages,

liabilities, and costs (including settlement costs and any legal or other fees and expenses for investigating or defending any actions or threatened actions) incurred by the Indemnified Parties in connection with any third party or government claim, damages, or costs arising out of any breach of the trumacro™ Policies or representations and warranties by you or arising from your account. You shall use your best efforts to cooperate with us in the defense of any third-party claim. We reserve the right to choose reasonable counsel to defend the Indemnified Parties, which such cost and expense shall be borne by you.

#### VIII. AGREEMENT TO ARBITRATE AND WAIVER OF CLASS ACTION

You agree to the following dispute resolution procedure: In the event of any controversy, claim, action, or dispute arising out of or related to any transaction conducted on or use of the trumacro™ Sites, or the breach, enforcement, interpretation, or validity of the trumacro™ Policies or any part of it (a "Dispute"), the party asserting the Dispute shall prior to commencing any action, first try in good faith to settle such Dispute by providing written notice to the other party (by first class or registered mail) describing the facts and circumstances (including any relevant documentation) of the Dispute and allowing the receiving party 15 days in which to respond to or settle the Dispute. Notice to you shall be sent to your last known billing address and/or the address in your online account. Notices to trumacro™ shall be sent to trumacro, 1452A Industry Drive; Burlington, NC 27215 ATTN: Legal. You agree that this dispute resolution procedure is a condition precedent, which must be satisfied prior to initiating or filing any claim against the other party. Subject to the foregoing, you agree that in the event a Dispute is not resolved as set forth above, any and all claims and disputes within the scope of the trumacro™ Policies or related to the trumacro™ Sites or purchase of any products on the trumacro™ Sites must be arbitrated on an individual basis and not on a class action basis. Accordingly, claims of more than one customer or user cannot be arbitrated jointly or consolidated with those of any other customer or user. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO OTHER AVAILABLE RESOLUTION PROCESSES SUCH AS COURT ACTION OR ADMINISTRATIVE PROCEEDINGS, instead electing that all claims and disputes shall be resolved by arbitration. Arbitration procedures are typically more limited than rules applicable in a court and are subject to very limited review by a court. Such binding arbitration is to take place in the State, City, and County of New York in accordance with the rules of the American Arbitration Association (the "AAA"). The arbitrator's authority to resolve and make written awards is limited to claims between you and us alone. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. The arbitrator will decide the rights and liabilities, if any, of you and trumacro, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual or entity under applicable law and the AAA rules. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and trumacro. Under no circumstances will you be permitted to obtain awards for, and

each user hereby waives all rights to claim punitive, incidental, or consequential damages, any other damages other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Terms of Use, or the rights and obligations of users and us in connection with the trumacro™ Policies, shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York. If any of these Terms of Use are found unlawful, void, or, for any reason, unenforceable, then that provision will be considered severable from the remaining provisions of these Terms of Use, and will not affect the validity and enforceability of the remaining provisions. In the event any litigation should arise between you and trumacro™ in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND TRUMACRO WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge. NO WAIVER OF ANY PROVISION OF THESE TERMS OF USE BY US SHALL BE DEEMED A FURTHER OR CONTINUING WAIVER OF SUCH PROVISION OR ANY OTHER PROVISION, AND TRUMACRO'S FAILURE TO ASSERT ANY RIGHT OR PROVISION UNDER THESE TERMS OF USE SHALL NOT CONSTITUTE A WAIVER OF SUCH RIGHT OR PROVISION. IN NO EVENT WILL TRUMACRO, ITS PARENTS, SUBSIDIARIES, AFFILIATES, RELATED COMPANIES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS, SHAREHOLDERS, OR MEMBERS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE TRUMACRO SITES, ANY WEBSITES LINKED FROM THE TRUMACRO SITES, ANY CONTENT ON THE TRUMACRO SITES OR OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TRUMACRO'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO TRUMACRO FOR THE PRODUCTS OR SERVICE ON THE TRUMACRO SITES. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

#### IX. DOMESTIC USE; EXPORT RESTRICTIONS

trumacro™ controls the trumacro™ Sites from its offices located within the United States of America. trumacro™ makes no representations that the trumacro™ Sites, Materials or products and services available thereon are appropriate for use in other locations outside the United States. Users who access the trumacro™ Sites from outside the United States of America do so upon their own accord and are solely responsible for compliance with local laws. No Materials

may be downloaded in violation of United States export control laws, which prohibit the exportation of certain technical data and software to certain territories.

#### X. TRANSPARENCY IN SUPPLY CHAIN DISCLOSURE

The state of California requires the following disclosure statement as of January 1, 2012, pursuant to the "Transparency in Supply Chains Act of 2010." All of the dietary and nutritional supplements marketed by trumacro™ and many of the ingredients used in those products are manufactured in the U.S., in accordance with applicable U.S. labor laws. trumacro's products are marketed across the U.S. and throughout the world. trumacro™ is committed to marketing only safe and effective products, and to conducting business in compliance with applicable law. trumacro™ exhibits and promotes the highest standards of honest and ethical conduct in our dealings and we hold our manufacturers, suppliers, retailers, and distributors to the same standard. Each of trumacro's manufacturers and suppliers are carefully selected based on their reputation and evaluation by trumacro™ prior to entering into a business relationship. In addition, trumacro™ conducts in-person inspections and audits of our manufacturers and suppliers to ensure they are operating in compliance with the law. Our agreements with manufacturers require that they shall not use child labor in the manufacturing, packaging, or distribution of products; they shall provide their employees with a safe and healthy workplace in compliance with all applicable laws; they shall only employ persons whose presence is voluntary; they shall not use prison labor or use corporal punishment or other forms of mental or physical coercion as a form of discipline of employees; they shall comply with all applicable federal, state, and local laws and regulations, including without limitation, applicable wage, hour, labor, and environmental laws, including, but not limited to, minimum wage, overtime, and maximum hours; and they shall agree to utilize fair employment practices as defined by applicable laws. Further, foreign distributors of trumacro™ products are required to comply with all applicable laws and regulations and obtain all appropriate government approvals, certificates, licenses, and permits pertaining to the import, sale, and advertising of trumacro™ products in the applicable authorized territory. trumacro™ is not aware of any slavery, human trafficking or other abhorrent and illegal labor practices in connection with any ingredient manufactured or supplied to us by foreign vendors. trumacro™ is committed to the effort to eradicate slavery and human trafficking from the supply chain and improve transparency. In furtherance of that effort, if we identify an ingredient manufacturer or supplier who does not meet the aforementioned standards, we will demand corrective action and/or discontinue any business relationship with them.

#### XI. CONTACTING US

If you do not understand these Terms of Use or if you have any questions about the trumacro™ Policies or the operation of the trumacro™ Sites, you may contact:

Attn: Legal  
trumacro™  
1452A Industry Drive  
Burlington, NC 27215

#### XII. TRUTH-IN-CONSUMER CONTRACT, WARRANTY AND NOTICE ACT - NEW JERSEY RESIDENTS

The following provision applies to residents of the State of New Jersey. Pursuant to the New Jersey Truth-in-Consumer Contract, Warranty and Notice ACT (“TCCWNA”), N.J.S.A. 56:12- 14 et seq., certain businesses are not permitted to offer or enter into written consumer contracts with consumers or prospective consumers which include any provision that violates any clearly established legal right of a consumer, or responsibility of the business, as established by State or Federal law. The Terms of Use are intended to comply with TCCWNA. In the event of a conflict between the Terms of Use and the TCCWNA, the terms of the TCCWNA take precedence and will control. The TCCWNA also requires businesses to specify which provisions are void, unenforceable, or inapplicable in the State of New Jersey. The following provisions of the Terms of Use shall not be applicable to New Jersey residents: (i) provisions which limit trumacro’s liability for any tortious action or breach of contract by trumacro; (ii) provisions which limit the amount of damages which may be sought for any tortious action or breach of contract by trumacro; and (iii) provisions which limit the time within which claims against trumacro™ must be brought.