



TERMS AND CONDITIONS OF USE

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NOTICE AND PROCEDURE FOR MAKING CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT

If you believe that your intellectual property rights have been infringed, please submit your complaint via email to legal@thefarmacyinitiative.com. You may report all types of intellectual property claims including, but not limited to, copyright, trademark, and patent claims.

DISPUTES

If you engage in any unlawful or impermissible use of the Website, TFI may terminate or block your ability to use the Website at any time. Any violation by you of these Terms and Conditions will constitute an unlawful and unfair business practice and will cause irreparable harm to TFI for which monetary damages would be inadequate. You consent to TFI obtaining any injunctive or equitable relief should we deem such action to be necessary or appropriate in such circumstances. These remedies are in addition to any other remedies that TFI may have at law or in equity. If TFI takes any legal action against you as a result of your violation of these Terms and Conditions, TFI shall be entitled to recover from you, and you shall be obligated to pay, all reasonable attorneys' fees and costs of such action in addition to any other relief granted to TFI.

Any dispute or claim relating in any way to your use of the Website shall be resolved by binding arbitration, rather than in court, except that TFI is not required to arbitrate any dispute in which it seeks equitable and other relief for the alleged unlawful use, infringement, or misappropriation of its copyrights, trademarks, trade names, logos, trade secrets, or patents.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to The Farmacy Initiative, Attention: Legal Department, 1930 Palomar Point Way, #105, Carlsbad, CA 92008 and via e-mail to legal@thefarmacyinitiative.com. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules.



You agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. You hereby waive any constitutional and statutory rights to go to court and have a trial in front of a judge or a jury, instead electing that all claims and disputes shall be resolved by arbitration.

APPLICABLE LAW AND VENUE

You agree that the Federal Arbitration Act, applicable federal law, and the laws of the state of California, without regard to principles of conflict of laws, shall govern these Terms and Conditions and any dispute of any sort that might arise between you and TFI. You consent to personal jurisdiction and venue for arbitration in San Diego County, California. In circumstances where TFI may proceed with litigation in court, you consent to submit to the personal jurisdiction by and venue in the state and state and federal courts in San Diego County, California.

MODIFICATION, SEVERABILITY, AND ENTIRE AGREEMENT

We reserve the right to make changes to our Website, policies, and these Terms and Conditions at any time. If any of these Terms and Conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining conditions. These Terms and Conditions set forth the entire understanding and agreement between you and TFI with respect to the Website. You acknowledge that any other agreements, understandings, communications, and negotiations between you and TFI with respect to the Website are superseded by these Term and Conditions, these terms of which shall prevail.