

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE INNOVATIVEMEN.COM WEBSITE OR RELATED CONTENT OR SERVICES (INDIVIDUALLY AND COLLECTIVELY, THE “SITE”). BY ACCESSING OR USING THE SITE, YOU AGREE TO THESE TERMS OF USE, INCLUDING ANY POSTED AMENDMENTS OR REVISIONS THERETO.

THE INNOVATIVE MEN’S HEALTH (“WE,” “US” OR “OUR”) SITE IS NOT INTENDED FOR CHILDREN UNDER THE AGE OF 13. IF YOU ARE UNDER 13 YEARS OF AGE PLEASE DO NOT USE OR ACCESS OUR WEBSITE AND DO NOT PROVIDE US ANY INFORMATION ABOUT YOU. WE DO NOT: (A) KNOWINGLY REQUEST OR COLLECT PERSONALLY IDENTIFIABLE INFORMATION ONLINE OR OFFLINE CONTACT INFORMATION FROM USERS UNDER 13 YEARS OF AGE; OR (B) KNOWINGLY USE OR SHARE PERSONAL INFORMATION FROM USERS UNDER 13 YEARS OF AGE WITH THIRD PARTIES. IF WE ARE NOTIFIED OF THIS, AS SOON AS WE VERIFY THE INFORMATION, WE WILL IMMEDIATELY DELETE THE INFORMATION FROM OUR SERVERS. ALSO, IF YOU ARE UNDER 18, YOU MAY USE THE SITE AND SUBMIT INFORMATION ONLY WITH INVOLVEMENT OF A PARENT OR GUARDIAN. ACCORDINGLY, BY USING THE SITE, YOU REPRESENT THAT YOU ARE AT LEAST 13 YEARS OLD AND THAT, IF YOU ARE UNDER 18 YEARS OLD, YOU POSSESS LEGAL GUARDIAN OR PARENTAL CONSENT AND ARE FULLY ABLE AND COMPETENT TO ENTER INTO THESE TERMS OF USE.

INTRODUCTION

Please read these Terms of Use carefully. These Terms of Use, together with our Privacy Policy, which is incorporated herein by reference, both as may be amended from time to time in our discretion and Additional Terms (as defined below), govern your use of the Site.

1. INTELLECTUAL PROPERTY

The Site and all of the content relating to the Site, including without limitation all service descriptions and exemplary work, images, photographs, artwork, text, (and any derivative works or enhancements of the same) (collectively, “Site Content”) and all intellectual property rights to the same, including without limitation all copyrights, are owned by us or our licensors. All names, terms, logos, slogans, images and other indicia identifying the Site, including without limitation the “Innovative Men’s” logo and “innovativemen.com” trademark (collectively, “Marks”), are proprietary marks belonging to us. Any use of the Site Content or Marks without our express written permission is strictly prohibited. Third party names, marks, content and products not owned by us and mentioned on the Site may be the intellectual property of their respective owners.

2. ACCESS OR USING OUR SERVICES

- a. To access or use some content or features of the Site, you may choose to provide us certain information, or we may now or in the future require you to provide certain information, or require that you establish an account with us through registration.
- b. Whenever you submit information to us, you agree to provide true, accurate and complete information and agree, if the option is available,

promptly to update your information if there have been changes to the information you provided. Our collection and use of your personally-identifiable information and non-personally identifiable information is governed by our Privacy Policy, which is incorporated here by reference.

3. LIMITATION, SUSPENSION OR TERMINATION

- a. We may, in our sole discretion, temporarily or permanently change, limit, suspend or terminate your access to the Site, in whole or in part, without prior notice. We may do so based on changes to our business practices, if you violate the letter and spirit of these Terms of Use, or for any other lawful reason. You agree that we are not liable to you or any third party for any such action.
- b. Any limitation, suspension or termination we impose shall not alter your obligations to us under these Terms of Use. The provisions of these Terms of Use which by their nature should survive any such action on our part shall survive including the rights and licenses relating to indemnities, releases, disclaimers, limitations on liability, dispute resolution, and all provisions in Sections 7, 8, 9, and 10.

4. ACCEPTABLE USE

- a. When using the Site, you agree to comply with these Terms of Use, and all applicable federal, state and local laws.
- b. In consideration for our providing the Site, you agree not to do any of the following in connection with your access to or use of the Site:
 - use the Site in an unlawful or fraudulent manner or for such purposes, to collect personally identifiable information, to provide false information, or to impersonate other users;
 - modify our copyright/trademark or other proprietary rights notices, or interfere with the security-related features of the Site;
 - harass, offend, threaten, embarrass, distress or invade the privacy of any individual or entity;
 - use any robot, spider, other automatic device or manual process to monitor or copy our web pages or the content contained in or on or accessed through the Site, or use software to determine architecture of or extract usage data from the Site; or
 - engage in any conduct that restricts or inhibits any other user from using or enjoying the Site.
- c. You agree to fully cooperate with us to investigate any suspected or actual activity that is in breach of these Terms of Use.

5. RELIANCE ON SITE INFORMATION

Site Content may not be accurate, complete, reliable, error-free or current. We make no commitment to update what is contained in the Site. In all instances, it is your responsibility to evaluate the accuracy, timeliness, completeness, or usefulness of Site Content.

6. LIMITS ON OUR LIABILITY

- a. UNDER NO CIRCUMSTANCES SHALL WE OR OUR OFFICERS, MANAGERS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES OR THEIR RELATED COMPANIES BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF WE HAVE BEEN ADVISED OF

THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH THE SITE, THESE TERMS OF USE OR ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED TO A DISPUTE BETWEEN YOU AND ANYONE ACCESSING THE SITE, OR YOU AND ANY THIRD PARTY IN CONNECTION WITH THE SITE. YOUR SOLE REMEDY FOR ANY DAMAGES OR DISSATISFACTION WITH THE SITE INCLUDING OUR CONTENT IS TO STOP USING THE SITE, EXCEPT AS OTHERWISE REQUIRED BY LAW. THIS LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF SERVICES OR PRODUCTS, INFORMATION, ADVICE, INFORMATION OR ADVERTISING RECEIVED THROUGH OR IN CONNECTION WITH LINKS PROVIDED VIA THE SITE. FOR EXAMPLE, WE SHALL NOT BE LIABLE OR RESPONSIBLE TO YOU (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY CLAIMS, LOSSES OR LIABILITIES ARISING FROM OR RELATING TO YOUR ACCESS TO, PURCHASE OR USE OF ANY THIRD PARTY WEBSITES, PRODUCTS OR SERVICES, THE QUALITY OR TIMELINESS OF DELIVERY OF THE GOODS OR SERVICES FROM ANY THIRD PARTY OR FOR HONORING (OR CAUSING ANY MERCHANT TO HONOR) ANY ERRONEOUS INFORMATION REGARDING THE PRICE, DESCRIPTION AND AVAILABILITY OF, ANY DISCOUNTS, OFFERS, PROMOTIONS OR COUPONS, OR THIRD PARTY PRIVACY POLICIES RELATING TO ANY THIRD PARTY WEBSITES, PRODUCT OR SERVICES OFFERINGS PROMOTED OR AVAILABLE THROUGH THE SITE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

- b. IN NO EVENT SHALL OUR CUMULATIVE LIABILITY OR THAT OF OUR OFFICERS, MANAGERS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES AND THEIR RELATED COMPANIES EXCEED \$5.00. YOU AGREE THAT THIS IS A FAIR LIMITATION BASED UPON THE MANNER AND COST BY WHICH THE SITE IS PROVIDED TO YOU. FURTHERMORE, YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF, RELATED TO, OR IN ANY WAY CONNECTED WITH THE SITE OR THESE TERMS OF USE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. CAUSES OF ACTION BROUGHT OUTSIDE THIS TIME PERIOD ARE WAIVED.

7. DISCLAIMER OF WARRANTIES

DISCLAIMER OF WARRANTIES TO THE FULL EXTENT PERMITTED BY LAW, THE SITE AND ALL INFORMATION, CONTENT, MATERIALS, SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE ARE PROVIDED BY US ON AN “AS IS” AND “AS AVAILABLE” BASIS. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE IS AT YOUR OWN RISK. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ALL WARRANTIES ARE HEREBY DISCLAIMED

AND YOU HEREBY WAIVE ANY AND ALL SUCH WARRANTIES TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

8. INDEMNIFICATION

You agree to indemnify and hold harmless us and our officers, directors, employees, parents, partners, successors, agents, distribution partners, affiliates, subsidiaries and their related companies from and against any and all claims, liabilities, losses, damages, obligations, costs and expenses (including reasonable attorneys' fees and costs) arising out of or related to: (i) your access to or use of the Site; (ii) any actual or alleged violation or breach by you of these Terms of Use; (iii) any actual or alleged breach of any representation, warranty or covenant that you have made to us; (iv) any dispute between you and anyone accessing the Site, or you and any third party in connection with the Site; or (v) your acts or omissions. You agree to cooperate fully with us in the defense of any claim that is the subject of your obligations hereunder.

9. DISPUTE RESOLUTION AND MANDATORY ARBITRATION

- a. We each agree to first contact each other with any disputes and provide a written description of the problem, all relevant documents/information and the proposed resolution. We will contact you based on the contact information you have provided us. Notice to us must be sent to the Contact address listed on Innovativemen.com.
- b. If after 60 days the parties are unable to resolve any dispute raised under the previous provision, the dispute must be submitted to arbitration consistent with this Section. The parties understand that they would have had a right or opportunity to litigate disputes through a court and to have a judge or jury decide their case, but they choose to have any disputes resolved through arbitration.
- c. We each agree that any claim or dispute between us, and any claim by either of us against any agent, employee, successor, or assign of the other, including, to the full extent permitted by applicable law, third parties who are not signatories to this agreement, whether related to this agreement or otherwise, including past, present, and future claims and disputes, and including any dispute as to the validity or applicability of this arbitration clause, shall be resolved by binding arbitration administered by the JAMS in King County, Washington under its rules and procedures in effect when the claim is filed. The rules and procedures and other information, including information on fees, may be obtained from JAMS' website (www.jamsadr.com) or by calling JAMS at 1-800-352-5267.
- d. Notwithstanding the foregoing, either of us may bring qualifying claims in small claims court in King County, Washington. Further, we each agree that any arbitration will be solely between you and us, not as part of a classwide claim (i.e., not brought on behalf of or together with another individual's claim). If for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then our agreement to arbitrate doesn't apply and the classwide dispute must be brought in court.

10. GOVERNING LAW

THESE TERMS OF USE AND THE PRIVACY POLICY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WASHINGTON, USA, AS THEY APPLY TO AGREEMENTS MADE AND SOLELY PERFORMED THEREIN. YOU IRREVOCABLY CONSENT AND WAIVE ALL OBJECTION TO PERSONAL JURISDICTION AND VENUE IN THE STATE AND FEDERAL COURTS LOCATED IN KING COUNTY, WASHINGTON, USA, AND YOU SHALL NOT COMMENCE OR PROSECUTE ANY SUIT OR ACTION EXCEPT IN THE FOREGOING COURTS.

11. **INTERNATIONAL USE**

The Site and all content and materials that we provide in connection therewith are intended for use only within the United States. We do not represent that the Site and all content and materials relating thereto are appropriate or available for use outside the United States. Those who do access the Site content, or materials from locations outside the United States act on their own initiative and we are not responsible for their compliance with local laws or other applicable laws. You will not access the foregoing where prohibited by law.

12. **COPYRIGHT INFRINGEMENT**

- a. In appropriate circumstances and in our sole discretion, we may remove or disable access to material on any of the Site or hosted on our systems that may be infringing the copyright of others.
- b. Consistent with the Digital Millennium Copyright Act (“DMCA”), we will respond to a notice of alleged copyright infringement regarding any information available on the Site. Please note that this procedure is exclusively for notifying us that copyrighted material has allegedly been infringed and matters other than informing us that copyrighted material may have been infringed will not receive a response through this process.
- c. Pursuant to the DMCA, your infringement notification must include the following information:
 - An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
 - A description of the copyrighted work that you claim has been infringed upon;
 - A description of where the material that you claim is infringing is located on the Site, including a link or screenshot of the webpage containing the infringing material, if applicable;
 - Your address, telephone number and e-mail address;
 - A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent or the law;
 - A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Please send your notice of copyright infringement to our designated Copyright Agent, Sean K. Griffiee as follows:

Innovative Men's Health
Attn: Sean K. Griffiee
1420 Fifth Avenue, Suite 3000
Seattle, WA 98101-2393

13. **AMENDMENT; ADDITIONAL TERMS**

- a. We may revise these Terms of Use from time to time and we will provide you notice of any such changes by posting the new policy on the Site and providing an updated effective policy date. By using the Site subsequent to any revision of these Terms of Use, you agree to be bound by such changes. If you find these Terms of Use to be unacceptable, you must immediately terminate your use of the Site.
- b. We may, in some instances, need to provide you with operating rules or additional terms that govern your use of parts of the Site (“Additional Terms”). Unless otherwise expressly set forth as part of any such Additional Terms, any such Additional Terms are made in addition to and part of these general Terms of Use, and are incorporated herein by reference. You agree that we may at any time provide you with Additional Terms. To the extent any Additional Terms conflict with these Terms of Use, the Additional Terms will control.

14. **OTHER TERMS**

- a. No waiver by either of us of any breach or default under these Terms of Use shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used in these Terms of Use are for convenience only and shall not be given any legal import.
- b. Except where specifically stated otherwise, if any part of these Terms of Use are deemed unlawful or unenforceable for any reason, we both agree that only that part of the Terms of Use shall be stricken and that the remaining terms in the Terms of Use shall not be affected and shall remain in force and effect.
- c. You may not assign these Terms of Use or assign any rights or delegate any obligations hereunder, in whole or in part, without our prior written consent.
- d. The information that we obtain through your use of the Site is subject to our Privacy Policy. Our Privacy Policy contains the terms and conditions that govern our collection and use of the information we collect or is provided by you and our respective rights relative to that information. Please review our Privacy Policy before you use the Site. By accessing and using the Site, you agree to the terms and conditions of our Privacy Policy.
- e. These Terms of Use (including the Privacy Policy and any Additional Terms incorporated by reference), contain all of the material terms of regarding your use of the Site and constitute the entire agreement between us, and supersede any previous written or oral agreements, between you and us in connection with the Site.