

## EFFICIENTLABS.COM PRIVACY POLICY

This website, EfficientLabs.com, is owned and operated by Efficient Laboratories, Inc., a Florida corporation, with its principal place of business at 7715 N.W. 64th Street, Miami, FL 33166 (“Efficient”). This Privacy Policy describes how we collect, use, share, transfer and disclose personally identifiable information (“Personal Information”) that we may obtain about you through your use of our website [www.EfficientLabs.com](http://www.EfficientLabs.com) and our mobile site (collectively, the “Website”) or of the services offered on the Website from time to time (the “Services”). Our Services may include offering you the opportunity to post information, quotes, comments, data, text, graphics and other materials on the Website, our Facebook page or other social media site (“User Content”). By using this Website or submitting any Personal Information on the Website or using the Services, you acknowledge that you have read, understood and agree to be bound by this Privacy Policy.

### 1. Collection and Use of Personal Information

We may collect limited Personal Information that you actively provide to us through this Website, including your name, e-mail address, and other information that you provide in order to allow us to carry out legitimate activities of the Website (the “Services”). We may also from time to time use your Personal Information to send you automated email messages when you have opted-in to the receipt of such communications.

Generally, you may visit and browse the Website without revealing any of your Personal Information. When you use the Services, you may be required to provide Personal Information. For example, if you subscribe to a mailing list, participate in special offers, sweepstakes or other promotions, send questions or comments to us via e-mail, post User Content on the Website, our Facebook page or other social media site, or purchase products via the Website, we will collect Personal Information which will be used to fulfill your order and for other purposes consistent with this Privacy Policy. If you visit the Website, or register on the Website, through Facebook or another social media website, we may also receive certain Personal Information from those social media sites. From time to time we may collect or purchase demographic information (such as gender or age) or information about your interests and preferences. If we link any demographic or preferences information to your Personal Information, then all such information will be treated as Personal Information under this Privacy Policy.

In order to use some features provided on the Website, you may submit Personal Information about other individuals. For example, e-mailing an article from the Website or providing product information to a friend requires an email address, and completing a purchase sent directly to a friend requires a name and address. Efficient will use and store such Personal Information to fulfill your request, and for marketing and other purposes consistent with this Privacy Policy.

We may collect your IP address, Internet service provider, browser type and language, referring and exit pages and URLs, date and time, amount of time spent on particular pages, sections of the Website visited, number of links you click while on the Website,

search terms, operating system, website traffic and related statistics, keywords and/or other data.

We may collect information regarding your current location (e.g., by IP address, by latitude/longitude, or zip code) when you visit the Website or use the Services. In order to provide certain Services while you are visiting our mobile site, we may, with your consent, automatically collect geolocation information from your mobile device, wireless carrier or third party service providers. Your mobile device also permits you to turn off the location services. Please be sure to manage your mobile device and privacy preferences for the Services on a consistent basis.

The Website also may “passively” collect certain kinds of data during your visit. Types of passive information we collect may come from your computing device, our server logs, location identification devices used in mobile devices, application numbers, local storage and cookies. Cookies are small text files sent from a website to the hard drive of a user’s computer to store bits of information related to that user such as IP addresses, navigational data, server information and user preferences. We use cookies for standard Website traffic analysis and to improve our Website content and display. You may configure your Internet browser to notify you when a cookie is sent (giving you the option to decide whether to accept it or not), and to reject or remove cookies. However, if you reject or remove cookies, you may not be able to access certain pages or use important functions on this Website. To disable cookies, please consult your browser’s help section for instructions.

Types of passive information we collect may come from your computing device, our server logs, location identification devices used in mobile devices, application numbers, local storage and cookies.

We may use information we collect about you to improve the quality of the Website or to improve your experience with the Website. Pixel tags, which may help us remember information about your preferences, may, for example, help us to do that.

*Transparency is our goal. We want to inform you clearly about our use of your Personal Information so that you can make meaningful choices about what information you share with us.*

## 2. Disclosure of Personal Information

Once collected, we may use your Personal Information in order to provide the Services to you. We may also disclose your Personal Information to protect our rights or property, to enforce our Terms of Use and legal notices, as required or permitted by law, or at the request of government regulators or other law enforcement officials and the courts (including the issuance of a valid subpoena). For example, we may use Personal Information to process purchases via the Website; administer, improve and provide access to the Website and the Services; respond to inquiries; or to communicate with you by email, telephone or regular mail regarding news updates, special promotional offers, our products and services, or other information which may be of interest to you. If you later wish to opt-out of receiving such promotional communications from us at any time, simply follow the Opt-Out Process described in Section 6 below.

Efficient may link or combine Personal Information with other personally identifiable information (such as transaction history) and non-personal information that is available from our records and other sources. We may use this combined information for marketing and advertising programs, to enforce Website policies, protect the Website, our customers and others, and to comply with applicable law.

We may hire consultants or contractors to provide services for us (“Service Providers”), and we may share Personal Information with them to assist them in the performance of services on our behalf.

Efficient may disclose your Personal Information if required by law and in the good-faith belief that such action is necessary to (a) conform to legal requirements or comply with legal process served on Efficient, (b) protect and defend the rights or property of Efficient, or (c) protect Efficient personnel or members of the public. We may share Personal Information with others with your consent.

We do NOT sell your Personal Information. We will not sell your email address.

If you link to another website from our website, you will become subject to the privacy policies of that linked website and your activity on that other website will be governed by the terms and conditions of use of that other website including that other website’s privacy policies.

### 3. Use of Non-Personal Information

We may collect information about you that is not Personal Information (“Non-Personal Information”). We may share Non-Personal Information with third parties to permit third parties to place cookies, tags, web beacons, and other tools on your computer. You may block or disable cookies on your computer that will restrict the collect of Non-Personal Information, but doing so may prevent you from accessing certain functionalities on our Website.

### 4. User Content.

We are not responsible for protecting any Personal Information or User Content you post on the Website or on social media web pages associated with Efficient. Any Personal Information or User Content posted on the Website or associates social media pages is publicly available, unprotected and may be viewed by anyone with access to the specific website.

User Content or Personal Information published on the Website or associated social media sites may also appear in search engine results (such as Yahoo!, MSN, Google, and other search engines) and in the cache of those search engines, in feeds and third party websites pursuant to cobranding agreements. We have no control over updating and/or removal of such User Content or Personal Information, which is the sole responsibility of the search engines, third party websites and RSS web feed resources. You agree and acknowledge that Efficient is not liable for the information published in search results or by any third party website that carries any User Content or Personal Information published on the Website or associated social media sites. We strongly

discourage posting any Personal Information or User Content that you do not want others to see or use.

Efficient reserves the right, but has no obligation, to monitor User Content and Personal Information posted on the Website. You acknowledge that by providing you with the ability to post, view and distribute User Content and Personal Information on the Website, Efficient is merely acting as a passive conduit for such distribution and is not undertaking any obligation or liability relating thereto. We reserve the right, but have no obligation, to block or remove communications, User Content, Personal Information or other submissions to the Website, for any reason or no reason, in our sole and absolute discretion.

#### 5. Advertising.

Efficient may, directly or indirectly through Service Providers, serve personalized advertisements for Efficient products, services and programs when you visit the

Website and other sites. Efficient and its Service Providers may use Personal Information and non-personal information collected during your visits to the Website to select advertisements, perform, or have performed, cookie synchs, and otherwise combine and compare your information with other databases for Efficient's commercial purposes. You may optout of the tailoring of advertising based on information we collect. To learn more about the use of this information, or to choose not to have this information used by our thirdparty advertising partners by opting out, please visit the Network Advertising Initiative by clicking

[http://www.networkadvertising.org/managing/opt\\_out.asp](http://www.networkadvertising.org/managing/opt_out.asp).

#### 6. Opt-Out Process

When Efficient asks you for information, you are given the opportunity to "opt-out" of having your information used for purposes not directly related to our Website. For example, our service request form has an opt-out mechanism so users who do not want any marketing material can keep their email address off of our marketing lists.

Users who no longer wish to receive our promotional communications may opt-out of receiving these communications by sending an email to us at **info@EfficientLabs.com**.

#### 7. Minors

The Website is not intended for use by children under the age of 13. Efficient does not knowingly collect or use any Personal Information from such children. If you are under the age of 13, do not submit any information to this Website. If we learn that we collected Personal Information from children under the age of 13, we will take steps to delete that information as soon as possible.

#### 8. Data Security.

We maintain reasonable technical and organizational measures to protect Personal Information against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access. Unfortunately, no information security system can be 100% secure. As a result, although we strive to protect your Personal Information, we

cannot ensure or warrant the security of Personal Information against any possible loss or unauthorized access. You are solely responsible for maintaining the secrecy of your password and account information, and for all activities that occur under your password or account. Credit card and other financial information that is necessary to complete purchases on the Website is collected and processed by a contractor hired by Efficient and encrypted using SSL before transmitted over the Internet.

#### 9. Access to Your Information

You can request access, and the opportunity to correct and update your Personal Information by contacting Efficient as described at the end of this Privacy Policy. We may retain your Personal Information and non-personal information indefinitely after termination of your account for use in compliance with this Privacy Policy.

#### 10. Links to Other Internet Websites

The privacy practices set forth in this Privacy Policy are for this Website and other specified activities only. If you link to or otherwise visit any other websites managed by third parties, please review the privacy policies posted at those sites. Efficient has no control over those websites and is not responsible for the practices followed by third parties.

#### 11. Notification of Changes

We may change our Privacy Policy at any time by updating this posting. If at any point we decide to use Personal Information in a manner different from that stated at the time it was collected, we will notify users by e-mail. Users will have a choice as to whether or not we use their Personal Information in this different manner. We will use Personal Information in accordance with the Privacy Policy under which the information was collected.

#### 12. No Guarantee.

No data transmission over the Internet can be guaranteed to be completely secure. Despite our efforts, Efficient cannot guarantee or warrant the security of any information you transmit to us.

#### 13. Governing Law.

This Privacy Policy and the privacy practices of Efficient will be subject exclusively to the laws of the State of Florida, United States.

#### 14. California Privacy Rights.

Pursuant to Section 1798.83 of the California Civil Code, residents of California have the right to obtain certain information about the types of Personal Information that companies with whom they have an established business relationship (and that are not otherwise exempt) have shared with third parties for direct marketing purposes during the preceding calendar year, including the names and addresses of those third parties, and examples of the types of services or products marketed by those third parties. To

submit a request pursuant to Section 1798.83, please contact Efficient at [info@EfficientLabs.com](mailto:info@EfficientLabs.com).

#### 15. Acceptance of Privacy Policy.

By using our Website, you signify your assent to our Privacy Policy. If you do not agree with this Privacy Policy, please do not use our Website. Your continued use of this Website following posting of changes to these terms will mean you accept those changes.

#### 16. Contact.

If you have any questions about this Privacy Policy or our privacy practices, please contact us at: [info@EfficientLabs.com](mailto:info@EfficientLabs.com)

Effective Date: February 19, 2016.

### **Terms of Use**

Welcome to [EfficientLabs.com](http://EfficientLabs.com), a website sponsored by Efficient Laboratories, Inc., a Florida corporation, with its principal place of business at 7715 N.W. 64th Street, Miami, FL 33166 (collectively, "Efficient," "we," "us," or "our"). In order to use this website, you must read, understand and agree to the following terms and conditions (the "Terms"). Please read these provisions carefully, and feel free to contact Efficient for an explanation of any terms and conditions you do not understand.

This is an agreement (this "Agreement") between you ("you," "your" or "user") and Efficient that governs your use of this website (the "Website"). Your use of this Website and any pages thereof or, if presented with click-through buttons, by clicking the "I ACCEPT" button, you acknowledge that you have read and understood the Terms and agree to be bound by them. In addition, when using particular services or features or making purchases on the Website, you shall be subject to any posted guidelines or policies applicable to such services, features or purchases that may be posted from time to time. All such guidelines or policies are hereby incorporated by reference into this Agreement.

If you do not agree to the Terms, please do not access this Website, or any other content available through this Website.

1. **Services.** In order to access and use the Website, you may be required to provide information about yourself (such as your name and contact details) ("Personal Information"). You agree to provide Efficient with accurate, correct, and up-to-date information. Use of the Website is also subject to the Terms and Conditions of our Privacy Policy. Please read carefully our privacy policy on our Website, and please return to read our privacy policy in the future as we regularly update our privacy policy. In our privacy policy, we describe our current practices

related to our collection and use of Personal Information. By providing us Personal Information, you agree to our privacy policy. If you do not agree to our privacy policy, do not provide us with Personal Information.

Your use of the Website will be subject to the most current version of the Agreement posted on the Website at the time of such use. If you breach any of the Terms, your authorization to use this Website automatically terminates and you must immediately destroy any materials downloaded or printed from the Website and cease any further use of Efficient's services.

## 2. Not Healthcare Advice

This Website is not intended to provide medical advice, diagnosis or treatment. The products, information, services and other content provided on and through this Website, including information that may be provided on the Website (directly or via linking to third-party sites by a healthcare or nutrition professional, are provided for informational purposes only. Please consult with your physician or other healthcare professional (collectively, "Healthcare Professional") regarding any medical or health-related diagnosis or treatment options. The information provided on this Website and any linked websites, including information relating to medical and health conditions, products and treatments, is often provided in summary or aggregate form. Again, it is not intended as a substitute for advice from your Healthcare Professional, or any information contained on or in any product label or packaging. You should not use the information or services on this Website for diagnosis or treatment of any health issue or for prescription of any medication or other treatment. You should always consult with your Healthcare Professional, and carefully read all information provided by the manufacturer of a product and on or in any product label or packaging, before using any medication or nutritional, herbal or homeopathic product, before starting any diet or exercise program or before adopting any treatment for a health problem. Each person is different, and the way you react to a particular product may be significantly different from the way other people react to such product. You should also consult your Healthcare Professional regarding any interactions between any medication you are currently taking and nutritional supplements.

## 3. Registration; Account Set-up

In order to access the Website, you may now or in the future require the use of an account with us. In consideration of creating an account for you, you represent that you are of legal age to form a binding agreement and are not barred under applicable law from doing so. You agree to provide accurate Personal Information and to maintain and

update your account to keep it true, accurate, current and complete. If you provide us with inaccurate or misleading Personal Information, we may immediately terminate your account and refuse you access to the Website.

You may receive a password and account identification. You must keep confidential your account identifier and password. You will notify us if any breach of that confidentiality occurs. We are not liable for any loss or damage arising from any breach of confidentiality of your account identification or your password.

Efficient retains the right to refuse access to the Website to anyone Efficient believes is acting in violation of Efficient's policy or applicable laws and regulations.

You acknowledge, consent and agree that Efficient may access, preserve and disclose your account information and information and material you upload to the Website if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce these Terms; (iii) respond to claims that any information or material on the Website violates the rights of third parties; (iv) respond to your requests; or (v) protect the rights, property or personal safety of Efficient, its users and the public.

#### 4. Website Content

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. Efficient is not responsible for any Content that you or any third party uploads, posts, emails, transmits or otherwise make available via the Website.

#### 5. Conduct on Our Website

You will not use our website to: (a) Monitor or copy, using any device including any robot, spider or other automatic device, any material or information on our Website; (b) interfere with or disrupt the Website or other servers or networks connected to the Website or disobey any requirements, procedures, policies or regulations of the Website or other networks connected to the Website; (c) reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion or use of, or access to, our Website; (d) Falsify or delete any author attributions, legal or other proper notices or

proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; (e) upload an unreasonably large amount of information on the Website; (f) upload, post, email, transmit or otherwise make available any information or material that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (g) harm anyone in any way; (h) restrict another person's use of the Website; (i) impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity; (j) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Website; (k) upload, post, email, transmit or otherwise make available any information or material that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (l) upload, post, email, transmit or otherwise make available any information or material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any third party or Efficient; (m) upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," or "spam," ; (n) upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (o) intentionally or unintentionally violate any applicable local, state, national or international law and any regulations having the force of law; (p) harvest or otherwise collect information about others, including e-mail addresses, without their consent; (q) "stalk" or otherwise harass another; and/or (r) collect or store personal data about other users in connection with the prohibited conduct and activities set forth in paragraphs a through q above.

## 6. Purchases

Unless otherwise expressly provided on the Website, if you would like to purchase any merchandise or products offered on the Website (collectively, "Products"), your purchase will be governed by the following terms:

(a) Payment Methods and Billing. If you wish to purchase Products at the Website, you must use the link to pay using PayPal. We reserve the right to cancel any order, any time and for any reason. If your credit or debit card has already been charged and your order is cancelled, you shall receive a credit to your card account in the amount of the charge. We will not be responsible (i) for any charges that your card issuer may apply to you as a result of our processing your order, (ii) if your card issuer refuses or fails to authorize payment by you, or (iii) for any delays or nondelivery of Products that may

arise due to any validation checks that may be carried out regarding your payment or identification.

(b) Order Acceptance. Please note that there may be certain orders that we are unable to accept and must cancel. We reserve the right, at our sole discretion, to refuse or cancel any order for any reason. For your convenience, you will not be charged until your payment method is authorized, the order information is verified for accuracy and your order is shipped. Some situations that may result in your order being cancelled include limitations on quantities available for purchase; inaccuracies or errors in product or pricing information; product or ingredient restrictions mandated by local, state, national or international regulations; or problems identified by our credit and fraud avoidance group. We may also require additional verifications or information before accepting any order. We will contact you if all or any portion of your order is canceled or if additional information is required to accept your order. If your order is canceled after your credit or debit card has been charged, we will issue a credit to your card in the amount of the charge.

(c) Order Returns. You may return any item purchased from Efficient for any reason within thirty (30) days of purchase. For online orders, the Product ship date is the date of purchase. You will receive a full refund for unopened items in the original form of payment and merchandise credit for opened items. You mail the Product and receipt to: Efficient Laboratories, Inc., ATTN: Returns, 7715 N.W. 64th Street, Miami, FL 33166. Shipping and handling charges are non-refundable. You must carefully package the Product, you are responsible for the cost of return shipping, and we must physically receive the return within the 30-day period. Efficient reserves the right, at its sole discretion, to reject any return that does not comply with these requirements.

(d) Shipping and Handling; International Orders. International shipment rates vary based on total package weight and final destination. Pricing on the Website does not include duties, insurance costs, tariffs, or value-added taxes (VAT), sales taxes or similar taxes. Free shipping promotions do not apply to international orders. If you place an order for shipment to an international address, you will be responsible for paying any VAT and other taxes, tariffs, import or export duties, and other similar taxes, duties or fees attributable to such orders. These taxes, duties and fees, if assessed, are the sole responsibility of the package recipient, who will be billed for them by the local Customs office. We suggest you check with your local Customs office for any documents you may need before placing your order. With respect to shipments of Products to consumers, wherever they may reside, title to Products will be shipped FOB our plant and all risk of loss shall pass to the buyer immediately upon our delivery of the Products to the common carrier. You are solely responsible for providing us with accurate shipping information and a valid phone number or email address. In the event that any Product is returned to us as a result of your failure to do so, you shall be responsible for

any additional shipping fees or other charges that may be applied to the return of the Product to us or in re-sending the Product to you. Please note that refunds will not be issued for any order that is refused or abandoned by the intended recipient, orders that can't be delivered due to an address error, or orders seized by Customs.

(e) Pricing or Typographical Errors. We work hard to provide accurate product and pricing information. However, pricing or typographical errors may occur. In the event that an item is listed at an incorrect price or with incorrect information due to an error in pricing or product information, Efficient shall have the right, at our sole discretion, to refuse or cancel any orders placed for that item. If an item is incorrectly priced, we will either contact you for instructions or cancel your order and notify you of such cancellation. Prices and availability are subject to change without notice.

(f) Quantity Limits and Items for Resale. Efficient reserves the right to limit the quantity of items purchased per person, per household or per order. These restrictions may be applicable to orders placed by the same account, the same credit card, and also to orders that use the same billing and/or shipping address. We will provide notification to the customer e-mail and/or billing address provided should such limits be applied. Efficient also reserves the right to prohibit sales to dealers.

(g) Additional Terms. Additional terms relating to certain Products (such as prices, methods of payment, our policies with respect to returns, refunds, and cancellations and/or exchanges) will be posted on the Website on the pages describing the Products.

## 7. Special Offers and Updates

We send all new users a welcoming email to verify password and username. Users will occasionally receive information on products, services, special deals and a newsletter. Out of respect for the user's privacy, you may opt-out of these communications at any time and your name will be removed from the list within 30 days. See Opt Out Process in Efficient's Privacy Policy.

## 8. Service Announcements

On rare occasions, it is necessary for Efficient to send you a strictly service related announcement, which are not promotional in nature. For instance, if our Services are temporarily suspended for maintenance, we may send you an email. Generally, users may not opt-out of these communications, although they can deactivate their account.

## 9. Copyrights.

All contents of our Website are: "Copyright 2011 Efficient Laboratories, Inc., 7715 N.W. 64th Street, Miami, FL 33166. All rights reserved." Efficient trademarks and service marks and other Efficient logos and product service names are trademarks of Efficient ("Efficient Marks"). You hereby agree, without the prior permission of Efficient, not to display, or use in any manner, the Efficient Marks. All other logos or brand names shown in connection with the Services are trademarks of their respective owners and/or licensors. If you believe your work has been copied in a way that constitutes copyright infringement or are aware of any infringing material on the Website, please contact Efficient for notice of claims of copyright infringement immediately at [info@efficientlabs.com](mailto:info@efficientlabs.com) or by mail at 7715 N.W. 64th Street, Miami, FL 33166.

## 10. Trademarks, Service Marks, and Trade Names

All trademarks, service marks, and trade names appearing in the Website are the property of Efficient or the respective owners of such marks or names, and are protected by US and international laws. You agree not to defame or disparage Efficient and its trademarks, service marks, and trade names, or any other aspect of the Website or the Content. Any use of any of the trademarks, service marks, or trade names appearing throughout the Website without the express written consent of Efficient or the owner of the mark or name, as applicable, is strictly prohibited. Any rights not expressly granted in these Terms are reserved.

## 11. Links to other Internet Sites and Advertisers

The Website may contain links to other Internet sites, resources and services that are operated and maintained by third parties. You acknowledge, understand and agree that Efficient, to the extent permitted by law, will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, products or services available on such other sites. You further understand that Efficient does not endorse and is not responsible or liable for any information, materials, advertising, products or other materials on or available from such sites or resources.

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for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on our Website.

The Website may be supported by advertising revenue and may display advertisements and promotions. These advertisements may be targeted to the content of information stored on the Website, queries made through the Website or other information. The manner, mode and extent of advertising by Efficient on the Website are subject to change without specific notice to you.

## 12. Changes

Efficient reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services (or any part thereof), or otherwise disable your access to all or a portion of the Website, with or without notice. You agree that Efficient shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services. Efficient reserves the right to modify any part of these Terms at any time. Your continued use of the Website after any such modifications have been posted shall be deemed to be your acceptance of any modifications to the Terms. If, at any time, the Terms are not acceptable to you, you should immediately cease use of the Website. You agree that the above-stated standard for notice of modifications is reasonable.

## 13. Warranty Disclaimer

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE AND THE MATERIALS IT CONTAINS ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, EFFICIENT DISCLAIMS ALL WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS AND UNDERTAKINGS, EXPRESS OR IMPLIED, WHETHER ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY EFFICIENT, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. EFFICIENT DOES NOT WARRANT THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU (AND NOT EFFICIENT) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION.

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WE MAKE NO WARRANTY THAT (i) OUR WEBSITE OR SOFTWARE WILL MEET YOUR REQUIREMENTS; (ii) YOUR USE OF OUR WEBSITE OR SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR WEBSITE OR SOFTWARE WILL BE ACCURATE OR RELIABLE; AND (iv) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE OR SOFTWARE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

ALL PRODUCTS AND SERVICES PURCHASED ON OR THROUGH THE WEBSITE ARE SUBJECT ONLY TO ANY APPLICABLE MANUFACTURER'S WARRANTIES, IF ANY. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, EFFICIENT DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, ANY IMPLIED WARRANTIES, WITH RESPECT TO THE PRODUCTS AND SERVICES LISTED OR PURCHASED ON OR THROUGH THE WEBSITE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EFFICIENT EXPRESSLY DISCLAIMS ALL LIABILITY FOR PRODUCT DEFECT OR FAILURE, CLAIMS THAT ARE DUE TO NORMAL WEAR, PRODUCT MISUSE, ABUSE, PRODUCT MODIFICATION, IMPROPER PRODUCT SELECTION AND NON-COMPLIANCE WITH ANY PRINTED DIRECTIONS. EFFICIENT SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THE USE OF OR INABILITY TO USE THE WEBSITE, INCLUDING ANY LIABILITY (I) AS A PUBLISHER OF INFORMATION, (II) AS A RESELLER OF ANY PRODUCTS OR SERVICES, (III) FOR ANY DEFECTIVE PRODUCTS, (IV) FOR ANY INCORRECT OR INACCURATE INFORMATION, (V) FOR ANY UNAUTHORIZED ACCESS TO OR DISCLOSURE OF

YOUR TRANSMISSIONS OR DATA, (VI) FOR STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE, OR (VII) FOR ANY OTHER MATTER RELATING TO THIS SITE OR ANY THIRD PARTY WEBSITE. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF GOOD WILL, LOSS OF USE, LOSS OF DATA, COST OF PROCURING SUBSTITUTE GOODS, SERVICES OR INFORMATION, LITIGATION OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF AN INDIVIDUAL ADVISES OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF LIABILITY SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN EFFICIENT AND YOU. THE PRODUCTS, INFORMATION AND SERVICES OFFERED ON AND THROUGH THE WEBSITE WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS.

#### 14. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EFFICIENT, ITS SUPPLIERS, OR LICENSORS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, AND AFFILIATES AND EACH OF THEM BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, LOST PROFITS, REVENUE, INTEREST OR BUSINESS, WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF OR RELATED TO YOUR OR ANY THIRD PARTY'S CLAIMS (INCLUDING, BUT NOT LIMITED TO, RELIANCE ON OR THE USE OF, DELAY IN BEING ABLE TO USE, OR INABILITY TO USE, THE WEBSITE, THE MATERIALS IT PROVIDES, OR ANY OTHER HYPERLINKED WEBSITE OR ANY THIRD-PARTY PRODUCTS OR SERVICES) REGARDLESS OF LEGAL THEORY, EVEN IF EFFICIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DESPITE THE CHOICE OF FLORIDA LAW, THE MANDATORY LAW OF SOME JURISDICTIONS DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL OR OTHER DAMAGES IN CERTAIN CIRCUMSTANCES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY WHICH EFFICIENT, ITS SUPPLIERS, AND ITS LICENSORS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES AND EACH OF THEM MAY INCUR FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED \$100 OR THE AMOUNT PAID BY YOU FOR ANY PRODUCT, INFORMATION OR SERVICE PURCHASED BY YOU FROM EFFICIENT ON THIS WEBSITE.. THIS LIABILITY CAP WILL APPLY ONLY WHEN

AND TO THE EXTENT THAT APPLICABLE LAW REQUIRES LIABILITY DESPITE THE EXCLUSION AND LIMITATION IN THE PRIOR PARAGRAPH.

#### 15. Indemnity

You agree to indemnify and hold harmless Efficient, its suppliers and licensors, their respective officers, directors, employees, agents, and affiliates, and each of them from any third-party claim, liability, loss, damage, cost, or expense (including without limitation reasonable attorneys' fees) arising out of or related to your use of the Website or any Content it contains; your failure to comply with these Terms; your infringement, violation, or misappropriation of any third party rights or any applicable law or regulation.

#### 16. Jurisdiction

The Website is controlled and operated by Efficient from its offices within the State of Florida, United States of America. Efficient makes no representations that Content in the Website are appropriate or available for use in other locations. Those who choose to access the Website from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Use of the Website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including without limitation this paragraph.

#### 17. General

Unless otherwise required by local law, these Terms shall be governed by, and construed in accordance with, the laws of the State of Florida, United States of America without regard to its conflicts of law principles. Efficient's performance of these Terms is subject to existing laws and legal process, and nothing contained in these Terms shall derogate Efficient's right to comply with law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by Efficient with respect to such use. We may provide notices to you via postings on the Website, via email or via any other means of communication for which you have provided contact information. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. No waiver of any provision of these Terms by Efficient shall be deemed a further or continuing waiver of such provision or any other provision, and Efficient's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

These Terms constitute the entire agreement between the parties relating to the subject matter herein, and replace all prior or contemporaneous communications, oral or written.

#### 18. Inquiries and Notices

Efficient may provide you with notices, including those regarding changes to the Agreement, by email, regular mail, or postings on the Website. You agree to review the site for modifications to any agreements. All inquiries and notices must be made in writing and mailed to: Efficient Laboratories, Inc., Attn: Legal Affairs, 7715 N.W. 64th Street, Miami, FL 33166.

#### 19. Termination

You agree that Efficient may, under certain circumstances and without prior notice, immediately terminate your access to the Services. Cause for such termination shall include, but not be limited to: (i) breaches or violations of the Agreement or other incorporated agreements or the Privacy Policy (ii) requests by law enforcement or other government agencies; (iii) discontinuance or material modification to the Services (or any part thereof); and (iv) unexpected technical or security issues or problems. You agree that all terminations for cause shall be made at Efficient's sole discretion and that Efficient shall not be liable to you or any third party for any termination or access to the Services.

#### 20. Dealings with Third Parties

Your correspondence or business dealings with any third parties as a result of your visit and participation in the Services, or any other terms, conditions, warranties and representations associated with such dealings, are solely between you and such third party. You agree that Efficient shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third party on the Services.

#### 21. Disputes

This Agreement will be interpreted in accordance with the laws of the State of Florida, without regard to the conflicts of laws principles thereof. The parties hereby agree that any and all disputes, claims or controversies arising out of or relating to the Agreement, its interpretation, performance, or breach, that are not resolved by informal negotiation within 30 days (or any mutually agreed extension of time), shall be submitted to final and

binding arbitration before a single arbitrator of the American Arbitration Association (“AAA”) in Miami, Florida, or its successor. Either party may commence the arbitration process called for herein by submitting a written demand for arbitration with the AAA, and providing a copy to the other party. The arbitration will be conducted in accordance with the provisions of the AAA’s Commercial Dispute Resolutions Procedures in effect at the time of submission of the demand for arbitration. The costs of arbitration plus reasonable attorneys’ fees (including fees for the value of services provided by in house counsel) shall be awarded to the prevailing party in such arbitration. Judgment on the award rendered by the arbitrator may be entered in the state or federal courts of Miami-Dade County, Florida.

THE PARTIES AGREE THAT THIS AGREEMENT HAS BEEN ENTERED INTO AT EFFICIENT’S PLACE OF BUSINESS IN THE COUNTY OF MIAMI-DADE, STATE OF FLORIDA, AND ANY ARBITRATION, LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE COMMENCED AND TAKE PLACE IN THE MIAMI-DADE COUNTY, FLORIDA.

## 22. Survival

The following paragraphs shall survive termination or your refusal to continue to use the Services: 9, 10, 13, 14, 15 and 21.

## 24. Statute of Limitations

YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF RELATED TO USE OF THE SERVICES OR THE AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.