

LegitScript Global Product Review Terms and Conditions

Updated January 2021

This agreement (“Agreement”) is entered into by LegitScript LLC (“LegitScript”) and applicant, which seeks to have its products reviewed by LegitScript’s Global Product Review service (“Applicant”).

By clicking “Agree,” Applicant understands and agrees to be bound by this Agreement. Failure to provide payment or abide by these terms and conditions will result in LegitScript declining to conduct the Global Product Review services. Applicant understands and acknowledges that applying for LegitScript Global Product Review is a voluntary process. Applicant agrees to be bound by LegitScript’s interpretation of these Terms and Conditions.

General Requirements

- I. Applicant understands that it is solely responsible for ensuring its compliance with all applicable laws, rules, and regulations. LegitScript’s Global Product Review is not a replacement for Applicant’s own regulatory due diligence. Applicant understands and agrees that LegitScript shall not be held responsible for any regulatory, civil, or criminal action brought against Applicant by any government entity or third party.
- II. Applicant understands and acknowledges that any statements, recommendations, or other communications made by LegitScript do not constitute legal or regulatory advice. LegitScript’s Global Product Review services provide a non-binding analysis of potential regulatory risks regarding product ingredients and label marketing claims in certain jurisdictions. It does not constitute, and should not be used as, a comprehensive, global compliance analysis. LegitScript cannot and does not guarantee that its analysis (including underlying information obtained from third parties) is necessarily accurate, reliable, current, complete or appropriate for your needs. Due to various factors, including the inherent possibility of human and mechanical error, the accuracy, completeness, timeliness, results obtained from use, or

correct sequencing of the analysis, is not and cannot be guaranteed by LegitScript.

- III. Applicant understands that LegitScript's analysis is based upon the product ingredients, labeling, and marketing claims made available to LegitScript by Applicant at the time of application. Applicant understands that failure to provide truthful, accurate, and complete information to LegitScript may result in an incomplete or inaccurate analysis.
- IV. Applicant understands that participation in LegitScript's Global Product Review service does not a guarantee Applicant's ability to advertise, sell, or promote its products on any third-party platform, and that LegitScript's analysis does not include a review of Applicant product's compliance with any third-party platforms' terms and conditions.
- V. Applicant understands that not all products are in-scope for the Global Product Review service. Prior to charging Applicant's application fee, LegitScript will perform a preliminary review of Applicant's products to verify each product is in-scope. LegitScript will make determinations regarding the scope of the Global Product Review service in its own discretion.
- VI. Upon completion of its review of Applicant's submitted products, LegitScript will provide applicant with a written analysis detailing findings and recommendations regarding the submitted products (the "Report"). The Report, and the analysis therein, is prepared solely for the Applicant; Applicant may not distribute, reproduce, disseminate publish, broadcast, sell or circulate the Report or its underlying analysis in any manner or for any purposes (personal or business) without the prior express written consent of LegitScript. Applicant agrees not to use the Report or its analysis for any unlawful purpose or to bypass online advertising policies or filters.
- VII. LegitScript's analysis does not imply sponsorship or endorsement by LegitScript of Applicant's products or services and may not be used or displayed in a manner suggesting such sponsorship or endorsement.

Applicant further agrees not to use the Report, or the analysis therein, in any manner that is misleading, defamatory, infringing, libelous, disparaging, obscene, or otherwise objectionable to LegitScript or in a manner that impairs, or negatively impacts, any and all rights of LegitScript, including, but not limited to, rights in LegitScript's trademarks or logos.

- VIII. Applicant understands that LegitScript reserves the right to take action against any use of the Report that does not conform to the terms and conditions set forth in this Agreement, or infringes any LegitScript intellectual property right or interest.
- IX. Applicant understands that the Global Product Review process is complex and that the time for a complete review is dependent upon a variety of factors outside of LegitScript's control. In order to best facilitate a timely and complete review, Applicant agrees to communicate with LegitScript employees in a professional and civil manner. Threatening, offensive, or derogatory communications will result in an immediate cancellation of Applicant's application.
- X. Applicant agrees that LegitScript may disclose information about Applicant or its submitted products provided to LegitScript by Applicant or by other entities, unless that information is subject to an additional confidentiality agreement between LegitScript and Applicant. For example, LegitScript may disclose evidence of illegal activity to appropriate governmental authorities or violative content to LegitScript's corporate clients or other third parties.
- XI. Applicant understands that, from time to time, LegitScript may update these Terms and Conditions. Please check these Terms and Conditions periodically for updates.
- XII. LegitScript expressly reserves the right to refuse to consider any application for any reason, in its sole discretion, including if an Applicant presents a reputational risk. LegitScript reserves the right, in its sole discretion, to refuse to provide its services to any Applicant for any or no reason whatsoever.

- XIII. Intellectual Property Rights. Applicant represents and warrants that none of its information or business practices infringe any copyright, patent, trade secret, trademark, or other intellectual property right. Applicant agrees not to use any LegitScript intellectual property, including but not limited to LegitScript's logo, for any purpose except as otherwise agreed upon in writing.
- XIV. Payment Terms
- a. Applicant understands that LegitScript will charge Applicant a nonrefundable application fee prior to beginning the Global Product Review process, as described in LegitScript's Global Product Review Pricing. **Application fees are not refundable under any circumstances.**
 - b. Applicant understands that Applicant must pay a nonrefundable application fee in full prior to LegitScript commencing the review of Applicant's submitted products.
 - c. LegitScript may at its sole discretion modify its pricing terms or charge additional fees as LegitScript deems necessary.
- XV. General Use of LegitScript Materials. Applicant agrees that the materials, content, methodology, and concepts of the process and in LegitScript's online materials are owned by LegitScript and are protected intellectual property. Applicant agrees not to reproduce, modify, distribute, reverse engineer, or publicly display such materials. NOTE: LEGITSCRIPT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS PROVIDE LEGITSCRIPT'S WEBSITE AND SERVICES "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED, OR STATUTORY. LEGITSCRIPT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LEGITSCRIPT SHALL CREATE A WARRANTY. APPLICANT AGREES THAT COMMUNICATIONS WITH AND INFORMATION RECEIVED FROM

LEGITSCRIPT DO NOT CONSTITUTE LEGAL OR REGULATORY ADVICE. APPLICANT IS SOLEY RESPONSIBLE FOR COMPLYING WITH ALL APPLICABLE LAWS AND REGULATIONS.

LEGITSCRIPT IS NOT RESPONSIBLE IN CONNECTION WITH APPLICANT'S USE OF LEGITSCRIPT'S WEBSITE, SERVICES, OR THE APPROVAL.

- XVI. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LEGITSCRIPT, ITS OFFICERS, AGENTS, AND EMPLOYEES BE LIABLE TO APPLICANT, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, (INCLUDING ANY LOST OPPORTUNITIES FOR ADVERTISING, OR OTHERWISE, AND INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES) EVEN IF LEGITSCRIPT HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL LEGITSCRIPT'S TOTAL LIABILITY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE GREATER OF THE FEES PAID BY APPLICANT TO LEGITSCRIPT UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO THE CLAIM FOR DAMAGES, OR \$1,000. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY SET FORTH IN THIS AGREEMENT.
- XVII. Waiver and Indemnification. Applicant agrees to indemnify, defend, and hold LegitScript, and as applicable its officers, directors, agents, employees, affiliates, suppliers, and partners, harmless from and against any claims, demands, causes of action, damages, costs, liabilities, judgments, penalties, and expenses (including but not limited to, reasonable attorneys fees and court costs), collectively "Action(s)," arising from this Agreement, the Global Product Review service, or relating to Applicant's use, or misuse, of the Report or

other services provided by LegitScript (including, without limitation, any claims arising from any representations Applicant makes about the Report) or Applicant's breach of this Agreement or the documents it incorporates by reference, or Applicant's violation of any law or the rights of a third party, or any action taken by LegitScript as part of its review of Applicant's submitted products or investigation of a suspected violation of this Agreement (or as a result of its finding or decision that a violation of this Agreement has occurred). Applicant's defense and indemnification obligations shall survive the expiration or termination of this Agreement.

Applicant agrees that it shall not sue or recover any damages from LegitScript, its directors, officers, employees, affiliates, agents, contractors, and licensors as a result of the information in the Report, or LegitScript's decision to not consider Applicant's application, to suspend or terminate its relationship with Applicant, or that Applicant has breached or otherwise violated this Agreement.

Applicant understands and agrees that LegitScript is not responsible for any advertising or payment account decisions or revocations or any other services relating to any third party products, services, advertisements or other materials. In no event will LegitScript be liable, directly or indirectly, to Applicant for any damage or loss relating to any use of or reliance on the Report or LegitScript's Global Product Review program. Applicant will look solely to applicable third parties for provision of any applicable third party services and for compensation for any claims, damages, liabilities or losses Applicant may incur in connection with such third party services.

This waiver and indemnity provision applies to all violations described in or contemplated by this Agreement.

- a. Indemnification Procedure. LegitScript shall promptly notify Applicant of any Action for which LegitScript believes it is entitled to be indemnified. LegitScript shall cooperate with Applicant at Applicant's sole cost and expense. Applicant shall immediately take control of the defense and investigation of such Action and

shall employ counsel acceptable to LegitScript to handle and defend the same, at Applicant's sole cost and expense. LegitScript may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. Applicant shall not enter into any monetary or non-monetary settlement or admit fault or liability on LegitScript's behalf without the prior written consent of LegitScript.

XVIII. **Effective Date.** The effective date of this Agreement is the date on which Applicant affirmatively agrees to these Terms and Conditions by completing and submitting the application. The Agreement will terminate when either party provides notice to the other of termination, or upon conduct by Applicant that violates the terms of this Agreement, whichever is earlier.

XIX. **Governing Law; Jurisdiction; Attorney Fees.** This Agreement and its interpretation and enforcement will be governed by the laws of the State of Oregon, U.S.A., without regard to conflict of laws principles and without regard to any international treaties or conventions, including the Convention on the International Sale of Goods. LegitScript and Applicant consent and submit to the exclusive jurisdiction of any state or federal court located in Multnomah County, Oregon, with respect to any dispute arising out of this Agreement; provided, that either party may seek injunctive relief for, or to prevent breach of, this Agreement in any court of competent jurisdiction without having to post a bond or show harm. If any action is instituted to enforce or interpret the terms of this Agreement, the prevailing party in such action will be entitled to recover its reasonable attorney fees and costs incurred in such action, at trial or on appeal, from the losing party.

XX. Miscellaneous.

a. Notices. Any and all notices to LegitScript must be made in writing and either mailed by first class postage to LegitScript at 818 SW 3rd Ave. #353, Portland, Oregon 97204 or to such other address as LegitScript may hereinafter designate, and via electronic mail to

legal@legitscript.com. Such notices will be deemed delivered when received.

- b. Relationship. Applicant agrees that Applicant and LegitScript are independent parties and neither party is the legal representative, agent, joint venture, partner, or employee of the other party for any purpose whatsoever. Applicant grants LegitScript the right to take any and all steps LegitScript believes are reasonably necessary or appropriate to enforce or verify compliance with any part of this Agreement.
- c. Force Majeure. LegitScript shall not be liable to Applicant for its failure to perform under this Agreement to the extent that any such failure results from any cause beyond LegitScript's reasonable control, including without limitation, acts of God, strike or other labor dispute, electrical or power outage, pandemic or widespread disease, the acts or omissions of a third party, earthquake, or weather.
- d. This Agreement is binding upon and shall inure to the benefit of LegitScript and Applicant and our respective successors and assigns. The failure of either party to enforce any of the provisions of this Agreement shall not be construed as a waiver of that provision or the right of the party to enforce that provision or any other provision. In the event that any provision of this Agreement is found to be unenforceable or invalid the parties agree that that provision will be changed and interpreted so as to best accomplish the objectives of the provision within the limits of applicable law or applicable court decisions. This Agreement constitutes the entire agreement between Applicant and LegitScript and supersedes any prior agreements with respect to the same subject matter between Applicant and LegitScript.
- e. Electronic submittal. Applicant acknowledges and agrees that electronic submission of Applicant's application together with this Agreement constitutes a binding agreement on Applicant.