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# RightSize Terms and Conditions

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## TERMS OF USE AND DMCA NOTICE

Effective Date: August 1, 2012

To review material modifications and their effective dates scroll to the bottom of the page.

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15. Consumer Rights Information; California Civil Code Section 1789.3. Pricing information is posted as part of the ordering process for this site. We maintain specific contact information including an e-mail address for notifications of complaints and for inquiries regarding pricing policies in accordance with California Civil Code Section 1789.3. All correspondence should be addressed to our agent for notice at the following address:

Notification of Consumer Rights Complaint or Pricing Inquiry:

RightSize Health & Nutrition Corporation  
Attn: Compliance Officer  
750 Oakwood Road  
Lake Zurich, IL 60047  
Telephone: 847-847-3140  
Facsimile: 847-438-0193

You may contact us with complaints and inquiries regarding pricing and we will investigate those matters and respond to the inquiries.

The Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at 800-952-5210.

16. Arbitration. Except for actions to protect intellectual property rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association (AAA) then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in Lake Zurich, Illinois, USA, and may be conducted by telephone or online. The arbitrator shall apply the laws of the State of Illinois, USA to all issues in dispute. The controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement. Enforcements of any award or judgment shall be governed by the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards. Should either party file an action contrary to this provision, the other party may recover attorney's fees and costs up to \$1000.00.

17. Jurisdiction and Venue. The courts of Lake County in the State of Illinois, USA and the nearest U.S. District Court in the State of Illinois shall be the exclusive jurisdiction and venue for all legal proceedings that are not arbitrated under these Terms of Use.

18. Controlling Law. This Agreement shall be construed under the laws of the State of Illinois, USA, excluding rules regarding conflicts of law. The application the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

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