

TERMS & CONDITIONS Revised March 21, 2014

CAREFULLY READ THE TERMS & CONDITIONS BELOW BEFORE ORDERING

These Terms and Conditions ("Agreement") constitute a binding written agreement between ThriveBrain and its affiliated entities (collectively "Company", "we", or "us") and you ("you" or "Customer"). By making any use of our Websites ("Sites") or any purchase from us, you expressly agree to the terms contained herein. **IF YOU DO NOT UNDERSTAND AND AGREE TO ALL OF THESE TERMS, OR ARE UNDER EIGHTEEN (18) YEARS OF AGE, YOU SHOULD CEASE ALL USE OF OUR SITES AND LOGOFF IMMEDIATELY.** This Agreement governs your use of our Sites and also of any purchase by you from our affiliates or us. By clicking a "SUBMIT" button, I expressly authorized the Company to call me or send me recorded messages or texts about their products and services using authorized technology to the telephone/cellular number I enter. I understand that I am not required to give my consent as a condition of any purchase. You consent and agree that your use of a key pad, mouse or other device to select an item, button, icon, checkbox, to enter text, or to perform a similar act/action, while using our Sites, for the purpose of accessing or making any transactions regarding any agreement, acknowledgment, consent, terms, disclosures or conditions, constitutes your signature, including without limitation of the United States Electronic Signatures in Global and National Commerce Act, P.L. 106-229 (the "E-Sign Act") acceptance and agreement as if actually signed by you in writing. Be advised that all activity and IP address information is being monitored. The right to use any product or service you purchase from us is personal to you and is not transferable to any other person or entity. We reserve the right to make changes to the Sites, policies, and to this Agreement at any time and without notice. **YOU SHOULD PRINT A COPY OF THIS AGREEMENT AND CHECK BACK FREQUENTLY FOR UPDATES.** Your continued use of our Sites or of any purchased product or service following any future amendment constitutes your acceptance of any modified terms. If you have any questions regarding these terms, please contact Customer Care at 1-844-627-5895.

Legal Disclaimer

Statements made by Company have not been evaluated by the food and drug administration. The FDA does not evaluate or test herbs. These products are not intended to diagnose, treat, cure or prevent any illness or disease. Consult with your physician for diagnosis or treatment. Use herbs as per instructions and always watch for any allergic reactions.

The information presented on this Site is not presented with the intention of diagnosing any disease or condition or prescribing any treatment. It is offered as information only, for use in the maintenance and promotion of good health in cooperation with a licensed medical practitioner.

In the event that any individual should use the information presented on this Site without a licensed medical practitioner's approval, that individual will be diagnosing for him or herself.

No responsibility is assumed by the author, publisher or distributors of this information should the information be used in place of a licensed medical practitioner's services. No guarantees of any kind are made for the performance or effectiveness of the preparations mentioned on this website. Furthermore, this information is based solely on the traditional and historic use of a given herb, or on clinical trials that are generally not recognized by any US government agency or medical organization.

This information has not been evaluated by the US Food and Drug Administration, nor has it gone through the rigorous double-blind studies required before a particular product can be deemed truly beneficial or potentially dangerous and prescribed in the treatment of any condition or disease.

1. Third-Party Sites

The Company Sites contain links to other Sites, resources and advertisers. Company is not responsible for the availability of these external Sites nor does it endorse or is it responsible for the contents, advertising, products or other materials made available on or through such external Sites. Under no circumstances shall Company be held responsible or liable, directly or indirectly, for any loss or damage caused, or alleged to have been caused, to a user in connection with the use of or reliance on any content, goods or services available on such external Sites. You should direct any concerns to such external Site's administrator or webmaster.

2. Site Content

Company neither endorses nor is responsible for the accuracy or reliability of any opinion, advice or statement on the Sites, nor for any offensive, defamatory or obscene posting made by any user. Under no circumstances will Company be liable for any loss or damage caused by your reliance on information obtained through the content on the Sites. It is your responsibility to evaluate the accuracy, completeness and usefulness of any information, opinion, advice or other content available through the Sites. Please seek the advice of professionals, as appropriate, regarding the evaluation of any specific information, opinion, advice or other content, including but not limited to financial, health, or lifestyle information, opinion, advice or other content.

3. Warranties, Limitation on Liability & Indemnification

Except as otherwise provided herein, OUR PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Company liability hereunder shall in no event exceed an amount equal to the amount actually paid by you to Company in the month prior to a claim under this section, regardless of the basis for the claim. You understand that this is a significant limitation on your right to sue Company and you should not proceed if you do not agree. You agree to defend, indemnify and hold harmless Company, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the use by you of the Sites, including claims by other users of your equipment, access, products or membership. Notwithstanding the foregoing, nothing contained herein shall be construed to limit Company liability for its own negligence except where allowed by law.

4. Purchases

In-Trial Offer: A trial offer provides the customer an opportunity to try our product free of charge for 14 days from date of order, paying only shipping and handling fees of \$4.95(USD). At the conclusion of the trial period, you will be billed the full purchase price of \$89.97(USD) and enrolled in the monthly replenishment program.

Terms of Trial and Automatic Renewal Program: When you place your initial order by clicking the "Rush My Trial" button, if you choose "Rush Shipping", your card on file will only be billed \$2.99 upon order and your product will go into a priority shipping queue with insured delivery. If your product does not arrive, or arrives damaged, we will replace it free of charge.

In addition, by choosing "Rush Shipping", you will be enrolled in one free month of We Stay Fit Coaching Portal. If you choose to continue the We Stay Fit program beyond the 30 day trial you will be billed \$4.95 per month for continued access to the We Stay Fit portal. You may cancel your subscription any time.

Contact Customer Care at 1-844-627-5895 for additional questions regarding purchase types.

5. Shipping

Within the continental United States, we ship First Class mail. Shipping time is estimated to be between 2-5 business days for arrival. International orders are shipped International Priority Airmail and may take 7-10 business days from date of shipment, unless international customs cause a delay.

PLEASE CONTACT CUSTOMER CARE AT 1-844-627-5895 FOR SHIPMENTS NOT RECEIVED WITHIN 15 DAYS. REFUNDS WILL NOT BE ISSUED FOR SHIPMENTS CLAIMED AS UNDELIVERED IF NOT REPORTED WITHIN 15 DAYS. When an incorrect or invalid shipping address is provided at time of order, and Guarantee Ship has not been purchased, the reshipment will be subject to the retail shipping and handling charge of \$12.95(USD).

6. Cancellation Policy

No cancellation is allowed after purchase, except where required by law or otherwise allowed herein. Once an order has been submitted, your credit card will be charged. Our ordering process is streamlined so your order will immediately be sent to processing and then shipped. Due to the high volume of orders we receive, we will be unable to stop an order after submitted. PLEASE ORDER CAREFULLY.

In-Trial Offer Cancellations: When a customer decides not to continue their use of the product, they are required to cancel within 14 days from the date of order to avoid the completion billing of \$89.97(USD) and enrollment in the monthly replenishment program. The monthly program delivers a replenishment of product every thirty (30) days at the same low price of \$89.97(USD). We recommend that all trial order cancellations be made two (2) days prior to the trial end date by calling 1-844-627-5895 — ONLINE CANCELLATIONS WILL NOT BE ACCEPTED ON TRIAL ORDERS, TO ENSURE CANCELLATION HAS BEEN PROCESSED PRIOR TO YOUR TRIAL END DATE.

Easy-Pay Quarterly Offer Cancellation: When a customer decides not to continue with the easy-pay quarterly offer, they may request a cancellation for the next quarterly billing cycle only. Please note that cancellations within a current billing cycle cannot be applied, as the customer is in receipt of a three (3) month supply of product. To cancel, please contact Customer Care at 1-844-627-5895 or submit your request to support@myhealth-beauty.com.

Monthly Replenishment Program Cancellation: When a customer decides to stop their monthly replenishment of product, they may contact Customer Care. We recommend that all cancellations be made two (2) days prior to the next billing date by calling 1-844-627-5895 or by submitting your request to support@myhealth-beauty.com.

7. Reversals and Chargebacks

We consider charge backs and reversals as potential cases of fraudulent use of our services and/or theft of services and as such will be treated. We reserve the right of filing a complaint with the appropriate local and federal authorities to investigate. Be advised that all activity and IP address information is being monitored and that this information may be used in a civil and/or criminal case(s) against a client if there is fraudulent use and or theft of services. IN THE EVENT THAT A REVERSAL OR CHARGEBACK CLAIM IS FILED WITH THE CARDHOLDER'S BANK, REFUND REQUESTS WILL BE DENIED BY OUR RISK MANAGEMENT DEPARTMENT TO PREVENT FRAUDULENT ACTIVITY

ATTEMPTING TO OBTAIN MULTIPLE REFUNDS.

8. Credit Card Declines

In the event a credit card transaction declines, after product has been shipped or received, and you have not exercised your cancellation rights per the terms and conditions, we reserve the right to reprocess the transaction in full. This includes the right to resubmit the charge on or about every two (2) days from the original declined transaction date and up to three (3) additional attempts thereafter. In the event of subsequent credit card declines, you authorize us to resubmit a reduced amount from one-half (1/2) or one-third (1/3) of the full purchase price until the full amount is obtained.

Contact Customer Care at 1-844-627-5895 if you have additional questions regarding credit card declines.

9. 30-Day Return Policy

We take great pride in the quality of the products we offer and your satisfaction is our ultimate goal. In the event you need to return an item to us, you have thirty (30) days from the date of purchase to contact us and request a refund. **IN ORDER TO PROCESS A REFUND, ALL RETURNS MUST BE PRE-APPROVED AND ASSIGNED A RETURN MERCHANDISE AUTHORIZATION (RMA) NUMBER. PRODUCT RETURNED WITHOUT PRIOR AUTHORIZATION (RETURN TO SENDER) WILL FOREFIT REFUND.**

TO BE ELIGIBLE FOR A REFUND, THE ITEM MUST MEET ALL OF THE FOLLOWING CRITERIA:

- Product must be unopened and unused
- Limit one (1) return per product, per household (with the exception of the bonus offers)
- Return can only be made on most current product billing cycle **NO EXCEPTIONS**
- Return product must be returned to us within thirty (30) days for US orders and (45) days for International orders, of the assigned Return Merchandise Authorization (RMA) number
- Customer is responsible for all return shipping costs
- We assess a \$12.95(USD) processing fee per item returned
- Shipping and handling charges are non-refundable
- Repetitive returns are not allowed
- For refunds on Bonus Offers, all items are required to be returned. If all items in the order fail to be returned, the value of the free or bonus product will be deducted from any refund issued.

We reserve the right to refuse a refund to any customer who repeatedly requests refunds, or who in our judgment, requests a refund in bad faith.

It is strongly suggested that the customer obtains shipping insurance and a tracking number on their return shipment as we will not be responsible for packages that fail to arrive back to the return address provided.

Contact Customer Care for an RMA Request at 1-844-627-5895 or support@myhealth-beauty.com.

10. Damaged or Incorrect items

- In the event that your order arrives damaged, or you receive the wrong item, please call our Customer Service Department at 1-844-627-5895 within 24 hours.
- We ask that you do not dispose of any damaged products until you contact the Customer Service Department for instructions, as we may require the return of the damaged goods.
- In the event of a damaged order, we will ship a replacement order promptly.
- If you have ordered incorrectly, we will ship the correct item once we have received the return of the incorrect product.
- All damaged orders must be reported within five (5) business days of delivery.

Damaged orders not reported within five (5) business days of delivery confirmation cannot be adjusted or credited.

11. Choice of Law, Dispute Resolution

This Agreement shall be governed by and construed according to the laws of The United States, without giving effect to normal choice-of-law and conflict-of-law principles. Except for a suit by Company to collect product fees owed by you, the parties agree that a party asserting any claim or dispute regarding this Agreement shall file and litigate such claim/dispute only in a court in The United States, and only after the parties have first submitted to and engaged in commercial mediation in The United States. The parties will split the cost of the mediation.

12. Trademarks

The website content, product names, product lines, website names, promotion and offer names, and all related trade and service marks are and shall remain the exclusive intellectual property of Company. You specifically acknowledge that this Agreement does not confer upon you any interest in or right to use any trademark or service mark of Company or its Affiliates, unless you first receive the prior written consent of Company, which Company may grant or withhold in its sole discretion.