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Unused/Unopened product can be return at customer's expense, with an RMA number issued at customer care 1-855-762-9988. Refund can be issued only after fulfillment center has inspected the return. No refunds will be issued on damaged product, or product with broken seal. All unopened returns are subject to the 30 Day Money Back Guarantee, any product over the 30-Day Money Back Guarantee will not receive a refund. All returns will be subject to restocking fee (see Shipping>Returns-Contact Us). All promotional product discount offers, that were given free shipping at the time of purchase, that cancel/return, are considered early termination and may be subject to shipping charge at time of cancel or product return. Please refer to Return Policy for complete information.

*Prices/Packages are subject to change at any time without notice.

Sera Labs, Inc. is not responsible delays in shipping, due to inclement weather, holidays, or world disaster. Please refer to Shipping Policy for complete information.

VIP Replenish Program

The Free VIP Replenishment Program means that in approximately, depending on the

package size purchased 30/60/90/120/150/180 days from your initial order and subsequently thereafter, you will be shipped a fresh new supply of product/products purchased at the low guarantee VIP price. Prior to being billed for your replenishment order you will receive notification sent to the email address you provided with your purchase. You can cancel your VIP Replenishment Program at any time by contacting our Customer Care Department at 1-855-762-9988 or send an email to customerservice@theseralabs.com. In addition to free enrollment in the VIP Replenishment Program, you will also be subscribed to our Sera Labs Health mailing list to receive occasional emails regarding new products, and new promotions. If you do not wish to receive any promotional email please contact customer care.

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- not to attempt to obtain unauthorized access to the Sites or portions of the Sites that are restricted from general access; not to post any material that is knowingly false and/or defamatory, inaccurate, abusive, vulgar, hateful, harassing, obscene, profane, sexually oriented, threatening, invasive of a person's privacy, or otherwise violate of any law. You also agree not to post any copyrighted material unless the copyright is owned by you or by Sera Labs, Inc.®; and

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a statement by you that you have a good faith belief that the disputed use is not authorized by the owner, their licensee, and agent of either of the foregoing, or the law; and a statement by you that the above information in your notice is accurate, made under penalty of perjury, and that you are authorized to act on behalf of the owner of the intellectual property interest involved.

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Sera Labs, Inc.®
PO Box 55725
Sherman Oaks, CA 91413
Attn.: Chief Legal Officer

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To return or exchange a product, please call our Customer Service at 1-855-762-9988 for a Return Authorization Number and return the product within the required time period specific to your product. Products that come with a money-back guarantee will receive a refund of the purchase price, less any applicable shipping and handling and restocking fee/fees. We will not be responsible for any loss or damage to returned products that occur in transit. If returned products are lost or damaged in transit, we reserve the right to charge you for, or not refund any amounts attributable to, such products or loss or damage. Should you experience any difficulty or delay in returning a product and securing the proper refund, please visit our online Customer Service Center.

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packaging may vary from that shown on the Sites;
any weights, dimensions, and capacities shown on the Sites are approximate only; and all items are subject to availability and we will inform you as soon as reasonably possible if the product(s) or service(s) you have ordered is not available and whether we may offer you an alternative product(s) or service(s) of equal or higher quality and value.

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Automatic Renewal

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Termination

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Third-party rights

Only you and Sera Labs, Inc.® shall be entitled to enforce these Terms and Conditions. No third party shall be entitled to enforce any of these Terms and Conditions.

Severability

If any provision of these Terms and Conditions, or part thereof, shall be deemed invalid, unlawful, void, or for any reason unenforceable by a court of competent jurisdiction, then that provision, or part thereof, shall be deemed severable from the rest of these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions or part thereof.

The terms of this section survive any termination of the Terms and Conditions.

Language

It is the express intent of the parties that the Terms and Conditions and all related documents have been drawn up in English.

DISPUTES, BINDING INDIVIDUAL ARBITRATION, AND WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS

Disputes.

The terms of this Section shall apply to all Disputes between you and Sera Labs, Inc.®. For the purposes of this Section, "Dispute" shall mean any dispute, claim, or action between you and Sera Labs, Inc.® arising under or relating to the Products, the Sites, this Agreement, or any other transaction involving you and Sera Labs, Inc.®, whether in contract, warranty, misrepresentation, fraud, tort, intentional tort, statute, regulation,

ordinance, or any other legal or equitable basis, and shall be interpreted to be given the broadest meaning allowable under law. YOU AND SERA LABS, INC.® AGREE THAT “DISPUTE” AS DEFINED IN THIS AGREEMENT SHALL NOT INCLUDE ANY CLAIM OR CAUSE OF ACTION BY YOU OR SERA LABS, INC.® FOR (A) TRADE SECRET MISAPPROPRIATION, (B) PATENT INFRINGEMENT, (C) COPYRIGHT INFRINGEMENT OR MISUSE, AND (D) TRADEMARK INFRINGEMENT OR DILUTION. Moreover, notwithstanding anything else in this Agreement, you agree that a court, not the arbitrator, may decide if a claim falls within one of these four exceptions.

Binding Arbitration

You and Sera Labs, Inc.® further agree: (a) to arbitrate all Disputes between the parties pursuant to the provisions in this Agreement; (b) this Agreement memorializes a transaction in interstate commerce; (c) the Federal Arbitration Act (9 U.S.C. §1, et seq.) governs the interpretation and enforcement of this Section; and (d) this Section shall survive termination of this Agreement. ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JUDGE OR JURY IN A COURT PROCEEDING AND YOUR GROUNDS FOR APPEAL ARE LIMITED. The arbitrator may award you the same damages as a court sitting in proper jurisdiction could, and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. In addition, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. The decision of the arbitrator shall be final and enforceable by any court with jurisdiction over the parties. Small Claims Court. Notwithstanding the foregoing, you may bring an individual action in the small claims court of your state or municipality if the action is within that court’s jurisdiction and is pending only in that court.

Dispute Notice

In the event of a Dispute, you or Sera Labs, Inc.® must first send to the other party a notice of the Dispute that shall include a written statement that sets forth the name, address and contact information of the party giving it, the facts giving rise to the Dispute, and the relief requested (the “Dispute Notice”). The Dispute Notice to Sera Labs, Inc.® must be addressed to: Sera Labs, Inc.®, PO Box 55725, Sherman Oaks, CA, 91413, Attn.: Chief Legal Officer (the “Sera Labs, Inc.® Notice Address”). The Dispute Notice to you will be sent by certified mail to the most recent address we have on file or otherwise in our records for you. If Sera Labs, Inc.® and you do not reach an agreement to resolve the Dispute within sixty (60) days after the Dispute Notice is received, you or Sera Labs, Inc.® may commence an arbitration proceeding pursuant to this Section. Following submission and receipt of the Dispute Notice, each of us agrees to act in good faith to seek to resolve the Dispute before commencing arbitration.

WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS. YOU AND SERA LABS, INC.® AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING WITHOUT LIMITATION FEDERAL OR STATE CLASS ACTIONS, OR CLASS ARBITRATIONS. ACCORDINGLY, UNDER THE ARBITRATION PROCEDURES OUTLINED IN THIS SECTION, AN ARBITRATOR SHALL NOT COMBINE OR CONSOLIDATE MORE THAN ONE PARTY’S CLAIMS WITHOUT THE WRITTEN CONSENT OF ALL AFFECTED PARTIES TO AN ARBITRATION PROCEEDING.

Arbitration Procedure

If a party elects to commence arbitration, the arbitration shall be governed by the rules of JAMS that are in effect at the time the arbitration is initiated (the “JAMS Rules”), available at <https://www.jamsadr.com> or by calling 1-800-352-5267, and under the rules set forth in this Agreement, except that JAMS may not administer any multiple claimant or class arbitration, as the parties agree that the arbitration shall be limited to the resolution only of individual

claims. If there is a conflict between the JAMS Rules and the rules set forth in this Agreement, the rules set forth in this Agreement shall govern. You may, in arbitration, seek any and all remedies otherwise available to you pursuant to federal, state, or local laws. All Disputes shall be resolved by a single neutral arbitrator, and both parties shall have a reasonable opportunity to participate in the selection of the arbitrator. The arbitrator is bound by the terms of this Agreement. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable. Notwithstanding this broad delegation of authority to the arbitrator, a court may determine the limited question of whether a claim or cause of action is for (a) trade secret misappropriation, (b) patent infringement, (c) copyright infringement or misuse, or (d) trademark infringement or dilution, which are excluded from the definition of "Disputes" as stated above. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. You may choose to engage in arbitration hearings by telephone. Arbitration hearings not conducted by telephone shall take place in a location reasonably accessible from your primary residence, or in Los Angeles County, California, at your option.

(a) Initiation of Arbitration Proceeding. If either you or Sera Labs, Inc.® decide to arbitrate a Dispute, we agree to the following procedure: (i) Write a Demand for Arbitration. The demand must include a description of the Dispute and the amount of damages sought to be recovered. You can find a copy of a Demand for Arbitration at <https://www.jamsadr.com> ("Demand for Arbitration").

(ii) Send three copies of the Demand for Arbitration, plus the appropriate filing fee, to:

JAMS

707 Wilshire Blvd

46th Floor

Los Angeles, CA 90017, U.S.A.

(iii) Send one copy of the Demand for Arbitration to the other party at the same address as the Dispute Notice, or as otherwise agreed to by the parties. (b) Hearing Format. In all hearing formats, the arbitrator shall issue a written decision that explains the essential findings and conclusions on which an award, if any, is based. During the arbitration, the amount of any settlement offer made by Sera Labs, Inc.® or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Sera Labs, Inc.® is entitled. The discovery or exchange of non-privileged information relevant to the Dispute may be allowed during the arbitration.

(c) Arbitration Fees. Sera Labs, Inc.® shall pay, or (if applicable) reimburse you for, all JAMS filing, administration, and arbitrator fees for any arbitration commenced (by you or Sera Labs, Inc.®) pursuant to provisions of this Agreement.

(d) Opt-out. You may elect to opt-out (exclude yourself) from the final, binding individual arbitration procedure and waiver of class and representative proceedings specified in this Agreement by sending a written letter to the Sera Labs, Inc.® Notice Address within thirty (30) days of your assent to this Agreement (including the purchase of any Product or the use of the Sites) that specifies (i) your name, (ii) your mailing address, and (iii) your request to be excluded from the final, binding individual arbitration procedure and waiver of class and representative proceedings specified in this Section. In the event that you opt-out consistent with the procedure set forth above, all other terms shall continue to apply, including the requirement to provide notice prior to arbitration. Amendments to this Section. Notwithstanding any provision in this Agreement to the contrary, you and Sera Labs, Inc.® agree that if Sera Labs, Inc.® makes any future amendments to the dispute resolution procedure and class action waiver provisions (other than a change to Sera Labs, Inc.®

address) in this Agreement, Sera Labs® will notify you and you will have thirty (30) days from the date of notice to affirmatively opt-out of any such amendments. If you affirmatively opt-out of any future amendments, you are agreeing that you will arbitrate any Dispute between us in accordance with the language of this Section as stated in this current Agreement, without any of the proposed amendments governing. If you do not affirmatively opt-out of any future amendments, you will be deemed to have consented to any such future amendments.

Severability. If any provision in this Section is found to be unenforceable, that provision shall be severed with the remainder of this Agreement remaining in full force and effect. The foregoing shall not apply to the prohibition against class or representative actions; if the prohibition against class or representative actions is found to be unenforceable, this entire Section shall be null and void. The terms of this Section shall otherwise survive any termination of the Terms and Conditions.

Exclusive Venue for Other Controversies

Sera Labs, Inc.® and you agree that any controversy excluded from the dispute resolution procedure and class action waiver provisions in this Agreement (other than an individual action filed in small claims court) shall be filed only in the Superior Court of Los Angeles County, California, or the United States District Court for the Central District of California, and each party hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts for any such controversy.

General

The Terms and Conditions constitute the entire agreement between Sera Labs, Inc.® and you with respect to your use of the Sites, your purchase of products and services through the Sites, and as applicable any products or services of Sera Labs, Inc.®. Any cause of action you may have with respect to the Sites or Sera Labs, Inc.® products or services must be commenced within one (1) year after the claim or cause of action arises, notwithstanding any statutes of limitation to the contrary. The section titles used in the Terms and Conditions are purely for convenience and carry with them no legal or contractual effect. Nothing in these Terms and Conditions will be construed as creating a joint venture, partnership, employment, or agency relationship between you and Sera Labs, Inc.®, and you do not have any authority to create any obligation or make any representation on Sera Labs, Inc.® behalf. You may not assign or transfer any rights or obligations of these Terms and Conditions, by operation of law or otherwise, without Sera Labs, Inc.® written consent. Subject to the foregoing, these Terms and Conditions will be binding on, inure to the benefit of, and be enforceable against you and Sera Labs, Inc.® and their respective successors and assigns. The terms of this section survive any termination of the Terms and Conditions.

Other important terms

These Terms and Conditions supersede any other terms and conditions previously published by us and any other representations or statements made by us to you, whether oral, written, or otherwise. We may assign, transfer, or sub-contract any of our rights or obligations under these Terms and Conditions to any third party at our discretion. No delay by us in exercising any right or remedy under these Terms and Conditions shall operate as waiver of that right or remedy or shall affect our ability to subsequently exercise that right or remedy. Any waiver must be agreed by us in writing.