

BIOHAX SUPPLEMENTS TERMS OF SERVICE

Last Updated: September 2nd, 2026

These Terms of Service (“Terms”) are an agreement between you and BIOHAX DNA SUPPLEMENTS, LLC, a Florida limited liability company (“Company” or “we” or “our”) and govern your access to, and use of our website and content <https://www.biohax.com>, and any web-based and/or mobile application that require you to create an account in order to use the Services (as such term is hereinafter defined) (collectively, the “Site”) or any products for which the Company provides you access to purchase (collectively, “Products”). The Site and Products may collectively be referred to as the “Services” throughout these Terms.

IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, PLEASE DIAL “911” IMMEDIATELY.

Please read these Terms carefully before accessing and/or using the Site and/or Products.

THESE TERMS CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER THAT REQUIRE YOU TO ARBITRATE ALL DISPUTES YOU HAVE WITH THE COMPANY ON AN INDIVIDUAL BASIS. PLEASE SEE SECTION 13 FOR MORE INFORMATION ABOUT THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. YOU EXPRESSLY AGREE THAT DISPUTES BETWEEN YOU AND THE COMPANY WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND YOU HEREBY WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

1. GENERAL

- a. **Acceptance of Terms.** By accessing and/or using the Site and/or Products, or clicking any button to indicate your consent, you accept and agree to be bound by these Terms, just as if you had agreed to these Terms in writing. If you do not agree to these Terms, do not use the Site or any Products.
- b. **Amendment of Terms.** The Company may amend the Terms from time to time. Unless we provide a delayed effective date, all amendments will be effective upon posting of such updated Terms. Your continued access to, or use of, the Site or Products after such posting constitutes your consent to be bound by the Terms, as amended. The Company may also terminate the Services entirely. The Company is not liable for any such modification, suspension, or termination of the Services.
- c. **Additional Terms.** In addition to these Terms, certain products or services may be subject to additional terms, conditions, guidelines or rules which may be posted, communicated or modified by us. Your use of any such products or services is subject to those additional terms and conditions, which are hereby incorporated by reference into these Terms.

- d. Privacy. For information about our privacy practices, please review our Privacy Policy at <https://www.biohax.com/privacy-policy>.
- e. Availability. The Site is provided for use by persons located in the United States. Product shipping is currently available within the continental United States and remains subject to product, carrier, and legal availability. We make no claims that the Services are appropriate or available outside the United States.
- f. **Eligibility. YOU MAY ONLY USE THE SERVICES AND PURCHASE PRODUCTS IF YOU ARE AT LEAST EIGHTEEN (18) YEARS OF AGE.** By accessing, using and/or submitting information to or through the Services, you represent that you are not younger than age 18.

2. NOT INTENDED AS MEDICAL ADVICE

YOU ACKNOWLEDGE AND AGREE THAT THE INFORMATION PROVIDED THROUGH THE SERVICE IS PROVIDED FOR GENERAL INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED AS MEDICAL ADVICE OF ANY KIND. THE INFORMATION PRESENTED THROUGH THE SERVICE SHOULD NOT BE INTERPRETED OR CONSTRUED IN ANY WAY AS A REPLACEMENT OR SUBSTITUTE FOR MEDICAL ADVICE PROVIDED BY YOUR PHYSICIAN OR OTHER QUALIFIED HEALTHCARE PROVIDER. UNDER NO CIRCUMSTANCES SHOULD YOU ALTER YOUR EXISTING MEDICATION, SUPPLEMENTATION OR DIETARY OR PHYSICAL REGIMEN BASED ON ANY INFORMATION PROVIDED THROUGH THE SERVICE WITHOUT CONSULTING YOUR PHYSICIAN. YOUR ACCESS TO OR USE OF THE SERVICE OR THE PRODUCTS IS NOT INTENDED TO CREATE IN ANY WAY A PHYSICIAN/PATIENT RELATIONSHIP. USE OF THE SITE IS NOT A SUBSTITUTE FOR PROFESSIONAL DIAGNOSIS OR TREATMENT AND RELIANCE ON ANY INFORMATION PROVIDED BY THE COMPANY IS SOLELY AT YOUR OWN RISK.

THE PRODUCTS AND CLAIMS MADE IN CONNECTION WITH THE PRODUCTS THROUGH THIS SERVICE HAVE NOT BEEN EVALUATED BY THE FOOD AND DRUG ADMINISTRATION AND ARE NOT INTENDED TO DIAGNOSE, TREAT, CURE, OR PREVENT ANY DISEASE OR MEDICAL CONDITION.

PLEASE CAREFULLY READ ALL INFORMATION PROVIDED BY BIOHAX IN CONNECTION WITH ANY PRODUCT AND ON ANY PRODUCT LABEL OR PACKAGING BEFORE USING SUCH PRODUCT. YOU SHOULD CONSULT WITH YOUR PHYSICIAN OR OTHER QUALIFIED HEALTHCARE PROVIDER REGARDING ANY POTENTIAL INTERACTIONS BETWEEN THE PRODUCTS AND MEDICATIONS AND/OR SUPPLEMENTS YOU ARE CURRENTLY TAKING.

3. USE OF THE SERVICES

- a. **Our Content.** The Services, including, without limitation, all materials, concepts, programs, plans, streaming audios or videos, provided either orally or in writing, are owned and operated by Company and its licensors. The content, recordings, visual interfaces, graphics, design, compilation, information, computer code,

products, software (including any downloadable software), or any music, images, video, text, services, and all other material or elements of or available through the Site (“**Content**”) are protected by the copyright, trade dress, patent, and trademark laws of the United States and other countries, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. All Content contained on the Site is the copyrighted property of Company or its third-party licensors. All trademarks, service marks, and trade names are proprietary to Company or its third-party licensors whether registered or unregistered and may not be used in connection with any product or service or in any manner that is likely to cause confusion as to our endorsement, affiliation or sponsorship of any person, product or service. Except as expressly authorized by Company, you agree not to sell, license, distribute, copy, modify, download, record, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Content and may only access the Content for your personal, non-commercial use. In the event that Content are downloaded to your computer or mobile phone, you do not obtain any ownership interest in such Content. All rights not expressly granted in these Terms are reserved by Company.

- b. **Electronic Communications.** You expressly consent to receipt of electronic communications from Company through posts on the Services and via the email you provided. All agreements, notices, disclosures, authorizations, verifications, confirmations, or other electronic communications Company provides according to this paragraph satisfy any legal requirement for written communication.

4. NON-MEMBERSHIP PRODUCTS AND SERVICES

- a. Certain Products and Services may be purchased individually on a one-time, “pay-as-you-go” basis.
- b. If one-time Products or Services are offered, the available selections and current prices will be displayed at <https://www.biohax.com/path> before purchase.

5. MEMBERSHIP AND CANCELLATION

- a. **Membership Period.** Your enrollment in any of the Company’s Supplement Therapy membership programs (each, a “**Program**”) will be for a term of four (4) weeks (the “**Membership Period**”). Your membership in a Program (the “**Program Membership**”) will commence upon the Company’s receipt of all required enrollment documentation and payment of the applicable Program Fees and will continue for the Membership Period from such commencement date. Details on fees, costs, payments, cancellation, and refunds are provided in the sections below.
- b. **Membership Fees.** The applicable fees for each Program consist of a fee for the Membership Period with respect to access to the Products and the Services (the “**Membership Fee**”). The Company offers the following Program Membership options:

(i) Custom Pod Builder Program:

Membership Fee:

\$325 for each Membership Period under the recurring 4 Week Plan. Prepaid options are \$1,172 for four Membership Periods and \$3,312 for thirteen Membership Periods.

Custom Pod Builder Program includes:

A user-directed 28-day supplement supply configured from the ingredients and amount options available in the Custom Pod Builder. Testing is not required.

(ii) EET™ Guided (biomarker-informed) Program

Membership Fee:

\$425 for each Membership Period under the recurring 4 Week Plan. Prepaid options are \$1,480 for four Membership Periods and \$4,147 for thirteen Membership Periods.

EET™ Guided (biomarker-informed) Program includes:

A personalized 28-day supplement supply, an at-home epigenetic blood exam included with the first shipment, guided onboarding, protocol review, and ongoing review support. The four-cycle plan includes two at-home exams, and the annual plan includes three.

The Membership Fee covers the Products and Services specifically identified as included for the selected Program and plan. Premium formulas may add a surcharge, which will be disclosed before purchase. Any item identified as available at additional cost is not included in the Membership Fee.

Payment of Program Fees.

You will have an opportunity to review and agree to the applicable Program, plan, price, included Products and Services, and any disclosed premium-formula surcharge before purchase.

The 4 Week Plan renews every 28 days until canceled. For that recurring plan, you authorize the Company to charge the applicable Membership Fee at the beginning of each 28-day Membership Period. The 4-Cycle and Annual plans are prepaid purchases and do not automatically renew; they are charged in full at checkout. Existing subscriptions remain subject to the price and terms accepted when purchased unless changed in accordance with these Terms and applicable law.

c. Canceling your Program Membership.

You may cancel a recurring 4 Week Plan before the next charge through your account settings or by contacting support@biohax.com. Cancellation takes effect at the end of the then-current paid Membership Period, and there are no cancellation fees or penalties. The prepaid 4-Cycle and Annual plans do not automatically renew.

d. **Effect of Program Membership Cancellation.**

You remain responsible for charges already incurred for the current paid Membership Period or prepaid plan. Due to the nature of personalized dietary supplements and health-related Products, all Product sales are final. Biohax does not accept returns, refunds, or exchanges unless otherwise required by law. If you have concerns about an order, contact support@biohax.com.

e. **Payment for Services and Program Fees.**

When you are charged a Membership Fee, you must provide a valid Payment Method. You expressly agree that the Company may charge that Payment Method for the selected Membership Fee, any premium-formula surcharge disclosed before purchase, and applicable taxes and shipping charges.

For a recurring 4 Week Plan, you authorize the Company to charge your Payment Method every 28 days until cancellation becomes effective. You agree to keep your Payment Method current. All payments are processed by a third-party payment processor, whose terms and privacy notice govern the financial transaction.

f. **No Representation, Warranty, or Guaranty of Continued Availability of the Program**

THE COMPANY MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES REGARDING THE CONTINUED AVAILABILITY OF THE PROGRAM OR ANY PRODUCT. THE PROGRAM MAY BE DISCONTINUED AT ANY TIME AT THE SOLE DISCRETION OF THE COMPANY. YOU WILL BE GIVEN 30 DAYS' NOTICE OF ANY SUCH DISCONTINUATION.

g. **Product Orders.** While we will use our best efforts to fulfill all orders, the Company cannot guarantee the availability of any Product. Product orders typically process within 3-5 business days, and standard shipping takes 5-7 business days after processing. You'll receive tracking information via email once your order ships. Custom pods may require additional processing time. The Company reserves the right to discontinue the sale of any Product at any time without notice. The Company reserves the right to limit quantities to a reasonable amount for our regular customers. You are responsible for paying any shipping and handling charges and state and local sales or use taxes that may apply to your orders

h. **Failure to Maintain Payment Method; Non-Payment.** You agree to keep a credit card or bank account on file as your Payment Method. In the event you cancel your Payment Method on file with the Company and do not update such Payment Method during the Membership Period, any amounts due and owing to the

Company shall be sent to collection agencies by Company, which may impact your credit rating. The Company will terminate your Membership if we are unable to bill your selected method of payment, and you fail to provide an alternative Payment Method.

6. ACCURACY AND SECURITY OBLIGATIONS

- a. **Security.** You are responsible for your access to and use of the Services, including all financial transactions. You agree to immediately notify Company of any breach of security that may occur through your access or use of the Services and to prevent its further occurrence. If you become aware that someone may be impersonating or attempting to impersonate you when using the Services or processing any financial transactions through the Services, you should contact us immediately.
- b. **Accuracy of Personal Information.** You represent and warrant that all information provided to Company through the Site is current, accurate, complete and truthful, including all initial or updated registration information, such as the legal name, street address, email address, telephone number, and financial transaction account information. You further represent and warrant that you are an authorized account holder of any financial transaction account which you provide to Company through the Site.

7. PROHIBITED CONDUCT

Without limiting the prohibitions and restrictions found elsewhere throughout the Terms, you agree not to:

- a. Harass, threaten, stalk, disrupt or defraud users, members or staff of Company or any other person, or otherwise create or contribute to an unsafe, harassing, threatening or disruptive environment;
- b. Act in a deceptive or fraudulent manner by, among other things, impersonating another person;
- c. Reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast, use for commercial purposes or otherwise exploit any portion of the Services;
- d. Misrepresent the source, identity, or content of information transmitted via the Site, including deleting the copyright or other proprietary rights or notices from any portion of the Site;
- e. Upload material (i.e., virus) that is damaging to computer systems or data of Company or users of the Site or otherwise use the Site in any manner that could damage, disable, overburden, or impair it or interfere with any other party's use and enjoyment of the Site;

- f. Upload copyrighted material that is not your own or that you do not have the legal right to distribute, display, and otherwise make available to others;
- g. Upload or send to Site users pornographic, threatening, embarrassing, hateful, racially or ethnically insulting, libelous, or otherwise inappropriate content;
- h. Decompile, reverse engineer or disassemble the Site, in whole or in part, except as may be permitted by applicable law;
- i. Link to, mirror or frame any portion of the Site;
- j. Cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Site or unduly burdening or hindering the operation and/or functionality of any aspect of the Site;
- k. Attempt to gain unauthorized access to or impair any aspect of the Site or its related systems or networks or interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site;
- l. Make unsolicited offers, advertisements, proposals, or send junk mail or “spam” to users;
- m. Remove, circumvent, disable, damage or otherwise interfere with security-related features of the Site, any features that prevent or restrict use or copying of any content accessible through the Site, or any features that enforce limitations on the use of the Site or the content therein;
- n. Obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site;
- o. Modify the Site in any manner or form, or use modified versions of the Site, including (without limitation) for the purpose of obtaining unauthorized access to the Site;
- p. Use any robot, spider, scraper, or other automated means to access the Site for any purpose without our express written permission or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site; or
- q. Use the Site for or in connection with any purpose that is unlawful or prohibited by these Terms.

The Company reserves the right to refuse service, remove or edit content, or cancel orders in its sole discretion.

8. THIRD PARTY SITES

The Site may include links or access to other websites or services (“**Linked Sites**”) solely as a convenience to users. Company does not endorse any such Linked Sites, or the information,

material, products, or services contained on other linked sites or accessible through other Linked Sites. Furthermore, Company makes no express or implied warranties about the information, material, products, or services that are contained on or accessible through Linked Sites. ACCESS AND USE OF LINKED SITES, INCLUDING THE INFORMATION, MATERIAL, CONTENT, PRODUCTS, AND SERVICES ON LINKED SITES OR AVAILABLE THROUGH LINKED SITES, IS SOLELY AT YOUR OWN RISK. We strongly encourage you to review any separate terms of use and privacy notices governing use of these Linked Sites.

9. DATA RETENTION

The Company may retain your information for (1) as long as it believes necessary; (2) as long as necessary to comply with its legal obligations, resolve disputes, and/or enforce agreements; or (3) as long as needed to provide its users with the Services. The Company may dispose of or delete any such information at any time, except as set forth in any other agreement or document executed by the Company or as required by law. Please see the Privacy Policy for additional information about how your data will be handled by the Company.

10. INDEMNIFICATION

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS COMPANY AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS, FROM AND AGAINST ANY AND ALL LOSS, EXPENSES, DAMAGES, AND COSTS, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES, RESULTING, WHETHER DIRECTLY OR INDIRECTLY, FROM YOUR VIOLATION OF THESE TERMS. YOU ALSO AGREE TO INDEMNIFY AND HOLD HARMLESS COMPANY AND ITS OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS, FROM AND AGAINST ANY AND ALL CLAIMS BROUGHT BY THIRD PARTIES ARISING OUT OF YOUR USE OF THE SERVICES OR THE PRODUCTS IN BREACH OF THESE TERMS.

11. DISCLAIMER OF WARRANTIES

- a. YOU ARE ACCESSING THE SERVICES AND THE PRODUCTS ON AN "AS IS, WHERE IS, AND AS AVAILABLE" BASIS. COMPANY IS NOT RESPONSIBLE FOR PROBLEMS ARISING FROM, OR INADEQUACIES IN THE CONTENT OF THE SERVICES OR THE PRODUCTS OR ANY PARTICULAR FEATURES OR SERVICES OR PRODUCTS OFFERED. COMPANY DOES NOT REPRESENT OR WARRANT THE ACCURACY, ADEQUACY, OR COMPLETENESS OF THE INFORMATION, MATERIALS, AND SERVICES ON THE SERVICES AND THE PRODUCTS OR THE ERROR-FREE USE OF THE SERVICES. COMPANY IS NOT RESPONSIBLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY NETWORK OR LINES, COMPUTER ONLINE SYSTEMS, SERVERS OR PROVIDERS, COMPUTER EQUIPMENT, SOFTWARE, PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET, INCLUDING INJURY OR DAMAGE TO USERS OR TO ANY OTHER PERSON'S COMPUTER RELATED TO OR RESULTING FROM ACCESS TO OR USE OF THE SERVICES. COMPANY IS PROVIDING THE SERVICES WITHOUT

WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND FREEDOM FROM A COMPUTER VIRUS. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

- b. **FOR CALIFORNIA RESIDENTS.** IF YOU ARE A CALIFORNIA RESIDENT OR COULD OTHERWISE CLAIM THE PROTECTIONS OF CALIFORNIA LAW, YOU FURTHER EXPRESSLY WAIVE THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH READS AS FOLLOWS: “A GENERAL RELEASE DOES NOT EXTEND TO THE CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH, IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.” YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AND YOU HEREBY EXPRESSLY WAIVE AND RELINQUISH ALL RIGHTS AND BENEFITS UNDER THAT SECTION AND ANY LAW OF ANY JURISDICTION OF SIMILAR EFFECT WITH RESPECT TO YOUR RELEASE OF ANY CLAIMS YOU MAY HAVE AGAINST RELEASED PARTIES.

12. LIMITATION OF LIABILITY

- a. UNDER NO CIRCUMSTANCES WILL COMPANY OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND PRODUCT LIABILITY), OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, COMPANY’S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.
- b. COMPANY’S LIABILITY TO YOU IS LIMITED TO \$50 OR THE AMOUNTS, IF ANY, PAID BY YOU TO COMPANY UNDER THESE TERMS IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, WHICHEVER IS MORE. THE FOREGOING LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

13. ARBITRATION AGREEMENT WITH CLASS ACTION WAIVER

PLEASE READ THE FOLLOWING CAREFULLY:

If you have a legal dispute with Company, except where prohibited by applicable law, you and we hereby agree to proceed as follows:

- a. Any dispute, claim or controversy between you and Company that arises from or relates in any way to these Terms (including any alleged breach thereof), the Services, or Company's relationship with you (collectively, "**Dispute**") shall be exclusively resolved through binding individual arbitration except as specifically provided otherwise herein. "Dispute" as used in this section shall have the broadest possible meaning and include claims that arose before the existence of these Terms (or any prior agreement or terms). YOU AND COMPANY EACH WAIVE THE RIGHT TO A JURY TRIAL AND THE RIGHT TO LITIGATE DISPUTES IN COURT IN FAVOR OF INDIVIDUAL ARBITRATION (EXCEPT AS SET FORTH BELOW). YOU AND COMPANY EACH WAIVE THE RIGHT TO FILE OR PARTICIPATE IN A CLASS ACTION AGAINST THE OTHER OR OTHERWISE TO SEEK RELIEF ON A CLASS BASIS. If there is a judicial determination that any particular claim cannot be arbitrated in accordance with this provision's limitations, then only that claim may be brought in court. All other claims remain subject to this provision.
- b. Before you commence arbitration of a claim, you must provide us with a written Notice of Dispute that includes your name, residence address, username, email address or phone number you use with Company, a detailed description of the dispute and the relief that you seek. Any Notice of Dispute that you send to us should be emailed to us at support@biohax.com. Before we commence arbitration, we will send you a Notice of Dispute to the email address that you use with Company (or by other appropriate means). If we are unable to resolve a Dispute within thirty (30) days after the Notice of Dispute is received, you or we may commence arbitration.
- c. The U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to 4141 NE 2nd Ave, Ste 105A, Miami, FL 33137. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider, in Florida. Disputes involving claims and counterclaims under \$250,000 (not inclusive of attorneys' fees and interest) shall be subject to JAMS' most current version of the Streamlined Arbitration Rules and procedures available at <https://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS' most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS' rules are also

available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum.

- d. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the state where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- e. Notwithstanding the foregoing, either you or Company may elect to have an individual claim heard in a small claims court having jurisdiction over the claim. If the request to proceed in small claims court is made after an arbitration has been initiated but before an arbitrator has been appointed, such arbitration shall be administratively closed. The small claims court shall determine any controversy over the small claims court's jurisdiction. All other issues (except as otherwise provided herein) are exclusively for the arbitrator to decide, including but not limited to scope and enforceability of these Terms, as well as any request to proceed in small claims court that is made after an arbitrator has been appointed.
- f. You may opt out of this arbitration provision within 30 days of the date that you agreed to these Terms (which will be deemed to have occurred on your first visit to the Site or the making of an order with Company, whichever is first). To opt out, you must send your name, residence address, username, email address or phone number you use with Company (and a clear statement that you want to opt out of this arbitration agreement) to 4141 NE 2nd Ave, Ste 105A, Miami, FL 33137.
- g. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THESE TERMS MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS; ONLY INDIVIDUAL RELIEF IS AVAILABLE; AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any of this subsection's limitations as to a given claim for relief, then the claim must be severed from the arbitration and brought into the state or federal courts located in Dade County, Florida. All other claims shall be arbitrated.
- h. YOU AND COMPANY HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Company are instead electing that all claims and disputes shall be resolved by arbitration under these Terms, except as specified in subsection (e), (f), and (g) above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow these Terms as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

- i. The foregoing shall not preclude Company from seeking injunctive relief in any court of competent jurisdiction located in other countries and jurisdictions for protection of Company's intellectual property.

14. MISCELLANEOUS

- a. **Waiver and Severability.** To the extent that a court of competent jurisdiction determines any part of the terms and conditions in these Terms to be invalid or unenforceable, that part will be modified by the court solely to the extent necessary to cause that part to be enforceable, and the remainder of these Terms will remain in full force and effect. Company's failure to exercise or enforce a legal right, remedy or benefit which is contained in these Terms or any applicable law does not constitute waiver of its right to do so later.
- b. **Choice of Law; Forum.** These Terms shall be governed in all respects by the laws of the State of Florida, without regard to conflict of law provisions, consistent with the Federal Arbitration Act (to the extent permitted by applicable law). If for any reason a claim proceeds in court rather than in arbitration (including any claims brought by parties outside the United States), the dispute shall be exclusively brought in state or federal court located in Dade County, Florida.
- c. **Assignment.** We may assign our rights and obligations under these Terms. These Terms will inure to the benefit of our successors, assigns, and licensees. You may not assign, transfer, or sell (voluntarily or by operation of law) your rights or obligations under these Terms, nor delegate your duties hereunder to any other person, without our prior written consent. Any purported assignment without our consent will be void and will constitute a breach of these Terms.