



Replenish Naturals Inc.
Replenish Naturally

Please read carefully the following **Terms and Conditions Policy** and **Privacy Policy** before using this website. Your use of this website is your agreement and acknowledgement that you understand and agree to these policies.

Replenish Naturals may be displayed in these policies as Replenish, Replenish Naturally in short, you acknowledge that both represent the entity of Replenish Naturals Inc. a subsidiary of the Priority Group LLC.

THESE TERMS AND CONDITIONS POLICY GOVERN YOUR USE OF THIS SITE, WHICH IS PROVIDED BY REPLENISH NATURALS INC. AND OPERATOR BY ACCESSING THIS SITE, YOU ARE INDICATING YOUR ACKNOWLEDGMENT AND ACCEPTANCE OF THESE TERMS AND CONDITIONS POLICY AS WELL AS REPLENISH NATURALS PRIVACY POLICY. THESE TERMS AND CONDITIONS POLICY AND REPLENISH PRIVACY POLICY ARE SUBJECT TO CHANGE BY REPLENISH AND OPERATOR AT ANY TIME IN ITS DISCRETION WITHOUT NOTIFICATION. YOUR USE OF THIS SITE AFTER SUCH CHANGES ARE IMPLEMENTED CONSTITUTES YOUR ACKNOWLEDGMENT AND ACCEPTANCE OF THE CHANGES. PLEASE CONSULT THESE TERMS AND CONDITIONS REGULARLY. Your use of this website is expressly conditioned on your acceptance of the following Terms and Conditions Policy as well as Replenish Naturals Privacy Policy. If you do not agree with all of the Terms and Conditions Policy or Replenish Naturals Privacy Policy, you must not use this website.

FDA Disclaimer & Health Related Information

The information and contents contained in the Replenish web site (www.replenishnaturally.com) is provided for informational purposes only and is not meant to substitute for the advice provided by your doctor or other health care professional. You should not use the information available on or through this website (including, but not limited to, information that may be provided on the www.replenishnaturally.com by healthcare or service professionals employed by or contracting with Replenish) for diagnosing or treating a health problem or disease, or prescribing any

medication. You should read carefully all product packaging prior to use and consult with your health care professionals.

Information and statements regarding dietary and other health care supplements have not been evaluated by the Food and Drug Administration and are not intended to diagnose, treat, cure, or prevent any disease.

Any disease claims must be two clicks away from any Replenish products, pictures or information.

Terms of Sale

- Replenish reserves the right to revise the pricing of its dietary supplement products at any time and without advance notice.
- Products will be shipped according to the standard methods of shipping that Replenish has in place at the time of ordering.
- When a product is received in a damaged condition it should be reported promptly to Replenish by calling 888-335-0240.
 - When a discrepancy exists between the quantity or items ordered and the quantity or items received, then Replenish must be notified within 7 business days of receipt of the shipment.
 - When a customer places an order online and then subsequently refuses to accept delivery of the order for reasons that are attributable to customer error, the customer can be assessed a restocking fee and full shipping charges.
- All returns must be pre-approved by Replenish and received within 14 business days of authorization of the return. Please call Replenish at 888-335-0240.
- All returned products should have a copy of the original invoice with a note explaining again the reason for the return.
- Replenish must receive a returned product before a product credit will be issued.
- There is a processing fee on returned products. The customer is responsible for shipping costs on returned products unless shipping costs are waived when the Return Authorization is approved.
- These Terms and Conditions Policy can be revised at any time should it be determined that it is in the best interests of Replenish to do so.

Internet Reseller Policy

Replenish Naturals Inc. has unilaterally adopted an Internet Reseller Policy (Internet Policy), which shall apply to all U.S. internet resellers, collectively, "Resellers") who resell Replenish products to end users via the Internet. Replenish Naturals Inc. is adopting this policy to help preserve its standard for providing licensed health care practitioners with high quality products and sales and technical.

Any reseller must fill out and submit to Replenish through email info@replenishnaturally.com a copy of Replenish's Internet Reseller Policy. It must be signed by the CEO in control of their website, and whose personal account is registered through Replenish before placing Replenish products, logos, pictures or trademarks on their website. A copy must be signed and submitted to Replenish Naturals. Internet Reseller Policy is available on www.replenishnaturally.com or requested through approved distributors of Replenish. Replenish may suspend any account who does not comply or who has not submitted this signed policy, until compliance is satisfactory.

One aspect of meeting the Replenish Naturals Inc. standard is to sell such products online at no less than 10% below the suggested retail prices set by Replenish. Any advertisements,

discounts, rewards programs, coupons, special offers, sales, promotions, etc. must explicitly state "Not valid on Replenish Naturally products" and products must check-out at no less than 10% below suggested retail pricing.

Replenish Naturals Inc. reserves the right not to sell or supply any products to any reseller that is affiliated with a web site that violates this Internet Policy. Any Reseller reference or inference at all to discounts, price reductions, special call-in pricing, coupons, and price matching policies or another special promotion or offer on Replenish products will be deemed to be violations of this policy and grounds for immediate suspension of affiliated Reseller's account(s). The Internet Reseller Policy applies to the advertised price of Replenish Naturally's products in any and all media, including, but not limited to: flyers, posters, coupons, emails, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet, and television.

Replenish Naturally reserves the right not to sell its dietary supplement products to any customer who is affiliated with a website that violates its Internet Reseller Policy. A violation of Replenish's Internet Reseller Policy is grounds for suspension of a customer's account.

If a practitioner fails to comply with the Internet Reseller Policy, a representative of Replenish shall notify them via phone, letter or email of the violation and may place the account on hold until the online pricing has come into compliance. If an account repeats a violation of the above conditions, Replenish reserves the right to immediately revoke the accounts purchasing privileges and, without notice, take any additional action it deems necessary against the practitioner or distributor that violates this policy.

Affiliate Marketing Programs

Replenish Naturally products cannot be offered as part of an Affiliate Marketing Program. Replenish uses the definition of an Internet-based Affiliate Marketing program that can be found on http://en.wikipedia.org/wiki/Affiliate_Program.

Restrictions on Use

You are permitted access to this site for personal, non-commercial purposes only and you may use this site for purposes expressly permitted by this site. You may not use this site for any other purpose, including any commercial purpose, without Replenish's express prior written consent. For example, you may not (and may not authorize any other party to) (i) co-brand this site, or (ii) frame this site, or (iii) hyper-link to this site, without the express prior written permission of an authorized representative of Replenish. For purposes of these Terms and Conditions Policy, "co-branding" means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute this site or content accessible within this site. You agree to cooperate with Replenish in causing any unauthorized co-branding, framing or hyper-linking immediately to cease.

Use of Replenish's Trademarks on the Internet

Images and likenesses of Replenish's trademarks and trade dress (including pictures of bottles bearing Replenish's labeling) can be requested from Replenish's marketing department from this website by customers who have opened a Replenish's customer account.

A customer does not have the right to affix any Replenish trademark to any product or other material that is not a Replenish Naturally dietary supplement product.

A customer agrees to use the symbols &trade and ®, as appropriate, when displaying Replenish's trademarked names or products, as an indication of Replenish's ownership of its trademarks. The use of a Replenish's trademark does not give a customer any ownership right, title, or interest, express or implied, in the trademark. Logo's or labeling may change without notification, check regularly with Replenish to ensure complete compliance.

A customer's use of Replenish's trademarks must be accompanied by a statement substantially as follows: "Replenish's trademarks are used with permission."

A customer must include on all website pages that reflect Replenish's products a statement substantially as follows: "This website is not owned or operated by Replenish Naturals does not guarantee that the products resold on this website have been stored in appropriate conditions to maintain shelf-life."

A customer must not use Replenish's trademarks except in the form, context, and location that are acceptable to Replenish. Replenish One will periodically review a customer's website and reserves the right to demand that a customer make changes to its website regarding the use of intellectual property owned or controlled by Replenish, even if Replenish has previously approved or accepted the customer's website or the material displayed thereon.

A customer must not use any Replenish product name or trademark as part of a URL (Universal Resource Locator), secondary level domain name, metatag, key word, or file name. In an effort to protect its customers and Replenish Naturally from potential legal liability due to the regulatory requirements of the U.S. Food and Drug Administration and the U.S. Federal Trade Commission regarding disease claims that could be associated with its dietary supplements, Replenish products may not be displayed or mentioned within two clicks of any disease claim.

Replenish will periodically review a customer's website and reserves the right to demand a customer make changes to its website regarding any disease claim regarding a Replenish product, even if Replenish has previously approved or accepted the customer's website or the material displayed thereon.

Replenish reserves the right to demand a customer make changes to its website to the extent a customer is making statements about Replenish Naturally products in any manner that violates regulations implemented by the U.S. Food and Drug Administration, the U.S. Federal Trade Commission, or the regulations implemented by any other federal or state agency.

Violations of Policy

Every effort will be made to contact any violator of Replenish Internet Policy through phone, email or letter. Any Replenish account or an account through a distributor may be suspended at any time without prior notification if Replenish feels there has been a violation of a policy. You may contact Replenish and ask for notification as to why your account was suspended.

A customer who corrects the violation to bring it into compliance with this policy should promptly notify Replenish. Replenish will review the website and if Replenish determines the website has been brought into compliance with this policy, the customer's account will be reactivated. Replenish has adopted a zero-tolerance approach to this policy. Customers acknowledge that upon any subsequent breach of any provision of this policy, Replenish may terminate the customer's account without notice.

Copyright / Trademark / Logo

The Replenish logo can be used only in the special form supplied by Replenish for use on the Internet; neither the file name nor the name of the image may be changed or modified from the original form supplied by Replenish. Reseller agrees to use the symbols TM and [®], as appropriate, when displaying the trademarks, which is intended to indicate Replenish Naturals Inc., Replenish Naturally ownership of the trademarks and shall not be construed as a claim to ownership by reseller. Reseller's use of the trademarks must be accompanied by a statement substantially as follows: "[Insert the trademark(s)] are trademarks of Replenish Naturals Inc. and are used with permission." The trademarks are solely and exclusively the property of Replenish Naturals Inc. Reseller shall not have any ownership right, title, or interest, express or implied, in the trademarks. Reseller shall not use the trademarks except in a form, context and location that are acceptable to Replenish Naturals Inc. No other statements may be affiliated with use of the Replenish's logo.

Except where otherwise indicated, all materials presented on this website are the copyrighted property of Replenish Naturals Inc. The Replenish Naturally logo and the names of various products offered by Replenish are trademarks of Replenish Naturals Inc.

Permission is hereby granted to use, copy, and distribute the materials presented on this website without alteration for non-commercial purposes only; provided, however, that all copyright, trademark, and other proprietary notices appear in all copies in the same manner as the original. All other uses are prohibited.

Except as expressly provided herein, you must not use any portion of this website, or any other intellectual property of Replenish, on any other website, in the source code of any other website, or in any other printed or electronic materials.

Except as expressly provided herein, you must not modify, publish, reproduce, republish, create derivative works, copy, upload, post, transmit, distribute, or otherwise use any of this website's content, or frame this website within any other website, without the prior written permission from Replenish.

Replenish Naturals Inc. may review Reseller's Web site at any time and reserves the right to require Reseller to make changes to it based upon use of any intellectual property owned or controlled by Replenish Naturals, even if Replenish has previously approved or accepted Reseller's web site or the material displayed thereon. Reseller may not use Replenish Naturally product names, trademarks or copyrights as a part of a URL (Universal Resource Locator), secondary level domain name, meta-tags, key words, or file names. Replenish reserves all rights to claim monetary damages for the misuse of its trade names, marks, and or any liability for claims made that misrepresent it or its products.

Systematic retrieval of data or other content from this website to create or compile, directly or indirectly, a collection, compilation, database, or directory, without prior written permission from Replenish, is prohibited. Linking from another website to any page in this website is prohibited without prior written permission from Replenish.

Products

The information and descriptions presented on this website are intended as general information, and are not necessarily complete descriptions of every product, indication for use, or contraindication for use. Please consult your physician for healthcare advice.

Third-Party Websites

This website may contain links to other Internet websites ("third-party websites") that are not maintained by Replenish. These links are provided solely for your convenience. Replenish makes no warranties or representations about the content of any products or services offered by, or the intellectual property compliance of, such third-party websites. Replenish recommends you take the time to read the privacy policies and user agreements of any third-party website.

Under 18 years of age

Replenish does not knowingly sell products to individuals under the age of 18. By ordering from Replenish, you certify that you satisfy the age restrictions. We sell products for children's use; however, these products are intended for selling to adults. If you are under the age of majority in your jurisdiction, you may use www.replenishnaturally.com only with involvement of a parent or legal guardian. Personally identifiable information about the child should not be provided.

Privacy Policy

This statement describes the privacy practices for the www.replenishnaturally.com website. Replenish Naturals is committed to protecting the privacy of our valued customers.

Replenish Naturals privacy policy notifies you of the information we collect from you during your use of our site, how that information is used, the organizations and people with whom we may share that information and what choices are available to you in regards to the collection, use and distribution of the information. This policy also details the security procedures in place to protect the loss, misuse or alteration of information under Replenish's control, and how you can change, or correct inaccuracies in, your personal information.

Replenish Naturals, Inc. is the sole owner of the information collected on this site. We will not sell, share, or rent this information to others.

If you feel that we are not abiding by our posted privacy policy, you should contact us.

By registering with Replenish Naturally you receive enhanced access to our website, including online ordering. Replenish will not sell, share, or rent this information to others it will stay confidential to the Priority Group LLC our subsidiary group of companies. You will have general access to our website without the collection of any personal information. New customers to Replenish Naturally must first complete the registration form. During registration, you are required to give their contact information (such as name, address and email address).

Information collected when placing an order

When an order is placed, you must provide contact information (such as name and shipping address) and financial information (such as credit card number). This information is used for billing purposes and to fill your orders. If we have trouble processing an order, this contact information is used to get in touch with you. We will not sell, share, or rent this information to others.

Cookies

A cookie is a piece of data stored on the user's hard drive containing information about the user. Usage of a cookie is in no way linked to any personally identifiable information while on our site. Once the user closes their browser, the cookie simply terminates. For example, the use of

cookies enables the Remember Me option. This option allows you access to pricing information without having to login each time. If a user's web browser is not set up to accept cookies, they will not be able to use the restricted portion of our site. We will not sell, share, or rent this information to others.

Log Files

We use IP addresses to analyze trends, administer the site, track user's movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information.

Sharing

We use an UPS and USPS currently to ship orders, and a credit card processing such as PayPal to bill users for goods and services. These companies do not retain, share, store or use personally identifiable information for any secondary purposes.

Security

This website takes every precaution to protect your information. When users submit sensitive information via the website, your information is protected both online and offline. When sensitive information (such as a credit card number) is required, that information is encrypted and is protected with the best encryption software in the industry - SSL. While on a secure page, such as our order form, the lock icon on the bottom of Web browsers such as Netscape Navigator and Microsoft Internet Explorer becomes locked, as opposed to unlocked.

While we use SSL encryption to protect sensitive information online, we also do everything in our power to protect user-information offline. All of our users' information, not just the sensitive information mentioned above, is restricted in our offices. Only employees who need the information to perform a specific job (for example, a customer service representative) are granted access to personally identifiable information. Furthermore, ALL employees are kept up-to-date on our security and privacy practices. Finally, the servers that we store personally identifiable information on are kept in a secure environment protected by the latest firewall technology.

If you have any questions about the security at our website, please Contact Us.

Contacting You

We send all new members a welcoming email to provide a password and to verify your email address (username). At this point, your account is active and you will be able to order online. Members can also receive our Replenish Naturally electronic newsletter, which serves to update you on our products, address frequently asked questions and share scientific updates. Out of respect for the privacy of our users, we present the option to not receive these email newsletters. Please see Choice/Opt-out below.

Correcting/Updating Personal Information

If a user's personally identifiable information changes (such as your address or telephone number), there are several options available. Information can be changed, updated or deleted by visiting the Your Account section of this website, by emailing us, or by calling us and talking to one of our Customer Service Representatives. We will not sell, share, or rent this information to others.

Choice/Opt-out/Opt-in

Users who no longer wish to receive our electronic newsletters and related information may opt-out of receiving these communications by using the Opt Out feature in the email. There you can enter your email address and you will no longer receive Replenish Naturally or related emails. If you've opted out and decide that you would like to receive our emails again, please contact us.

Your Consent/Notification of Changes

By using www.replenishnaturally.com, you consent to our collection and use of your information as described here in this Privacy Policy. This privacy policy may be updated without prior notification please read regularly for updates. You using our website www.replenishnaturally.com is in acknowledge that you agree and understand our privacy policy and terms of use polices.

Limitation of Liability

Replenish Naturals Inc. shall not be liable for any injury, loss, claim, or damage, nor any indirect, special, incidental, or consequential damages of any kind, whether based in contract, tort, strict liability or otherwise, which arises out of the use of, or inability to use, this website or the content found on this website, or, unless resulting from the gross negligence or intentional actions of Replenish, the unauthorized access to or alteration of your transmissions or data, even if Replenish has been advised of the possibility of such damages. Because some states do not allow a limitation of liability for certain damages, the foregoing limitations may not apply to you.

REPLENISH NATURALS INC., ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF REPLENISH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF REPLENISH AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE GREATER OF \$100 OR THE AMOUNT YOU HAVE PAID TO

REPLENISH NATURALS FOR THE APPLICABLE CONTENT OR SERVICE OUT OF WHICH LIABILITY AROSE.

Indemnity

You will indemnify and hold Replenish Naturals Inc or Priority Group LLC, or its subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (the "Indemnified Parties") harmless from any breach of these Terms of Use by you, including any use of Content other than as expressly authorized in these Terms of Use. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorney fees of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against.

Miscellaneous

Replenish may, in its sole discretion, revise its Internet policy, Reseller Internet Policy or Terms and Conditions Policy at any time.

Any failure or delay by Replenish in enforcing any provision of its Internet policy, Reseller Internet Policy (MAP) or Terms and Conditions Policy will not be considered a waiver of such provision and will not prevent Replenish from enforcing the provision at a later date.

Jurisdiction / Enforceability

Use of this website is governed by and construed in accordance with the laws of the state of Washington without giving effect to any principles of conflicts of laws. Any dispute concerning this website is subject to the venue of a court of competent jurisdiction in Whatcom County, Washington.

Should any provision of these Terms and Conditions of Use be held invalid, unlawful, or unenforceable, then the invalid, unlawful, or unenforceable provision will be severed from the remaining provisions, and such invalid, unlawful, or unenforceable provision will not affect the validity or enforceability of the remaining provisions.

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Priority Group LLC

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