# TERMS OF USE

**GENERAL**
Welcome to Wellcorps International's website. In the interest of continuing to build trust with our customers we want you to understand that through use of our website you are deemed to agree to the terms set forth below as of the date of such use. If you do not want to be subject to these terms please do not use our website. Wellcorps International may periodically change these terms and you should review them often. As a condition of your use of this website, you warrant to Wellcorps International that you will not use this website for any purpose that is unlawful or prohibited by these Terms of Use. Wellcorps International reserves the right to deny you access to any part of this website at Wellcorps International's sole discretion. These Terms of Use were last updated on August 17, 2007.

WE WILL MAKE A REASONABLE EFFORT TO PROVIDE ACCURATE AND TIMELY INFORMATION ABOUT WELLCORPS INTERNATIONAL ON THIS WEBSITE; HOWEVER, YOU SHOULD NOT ASSUME THAT THE INFORMATION PROVIDED HERE IS ALWAYS UP TO DATE OR THAT THIS WEBSITE CONTAINS ALL RELEVANT INFORMATION.

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As part of your use of this website, we may obtain certain information about you which we will hold in confidence according to these Terms of Use and our Privacy Policy. By using information you submit when you visit this website, Wellcorps International may send you emails or other communications on various topics such as news related to organic standards, environmental stewardship, preserving individual health freedoms, sustainable commerce, information on specific products, and information about our Company, including local retail product alliances in your area.

Provided that Wellcorps International will not use your information in a way that identifies you personally (unless required by law), please understand that information submitted to or gathered by Wellcorps International via this website, may be treated as non-confidential. You agree that all such information may be used by Wellcorps International for any purpose without compensation to you.

With regard to the content of any submissions you make to Wellcorps International through this website, you agree to remain solely responsible, and agree not to submit materials that are unlawful, defamatory, abusive or obscene. You also agree that you will not submit anything to this website that will violate any right of a third party, including copyright, trademark, privacy or other personal or proprietary rights.

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**NOT HEALTHCARE ADVICE**

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**ORDER ACCEPTANCE**

Please note that there may be certain orders that we are unable to accept and must cancel. Wellcorps International reserves the right, at our sole discretion, to refuse or cancel any order for any reason. For your convenience, you will not be charged until your payment method is authorized, the order information is verified for accuracy and your order is shipped.

Some situations that may result in your order being canceled include limitations on quantities available for purchase; inaccuracies or errors in product or pricing information; product or ingredient restrictions mandated by local, state, national or international regulations; or problems identified by our credit and fraud avoidance group. We may also require additional verifications or information before accepting any order. We will contact you if all or any portion of your order is canceled or if additional information is required to accept your order.

If your order is canceled after your credit card has been charged, we will issue a credit to your credit card in the amount of the charge.

Wellcorps International strictly follows all national and international regulations regarding the sale, purchase and shipment of any product or product ingredient that is considered restricted or prohibited by any law within the United States or abroad.

**ORDER RETURNS AND REFUND POLICY**

All Wellcorps International products purchased through this website are guaranteed to be free of defects and to meet with your personal satisfaction or we will refund 100% of your purchase price provided you follow the Return Authorization Procedure carefully and completely.

If, within the first ten (10) days of receipt you are unsatisfied with your Wellcorps International product, you must call the Wellcorps International Customer Service Center at 1.800.990.6947 and request a Return Merchandise Authorization. The Wellcorps International Customer Service Representative will ask you some brief questions as to the nature of your requested return and to determine the eligibility of the return, and will issue to you a Return Merchandise Authorization (RMA) Number if the requested return meets the Wellcorps International Return and Refund Policy. This RMA Number will be valid for 15 days, after which time it will expire and any return received without an RMA Number, or an expired RMA Number, will be documented and returned to you without processing.

Located on the bottom left of the Packing List which accompanied your Wellcorps International Order, you will find a Return Label. Write down your RMA Number above your return address on the label and carefully repackage the product you wish to return in its original container and packaging.

Insure and ship your return. We strongly recommend that you fully insure the package you are returning. THIS IS FOR YOUR PROTECTION, in the event the package is lost or damaged in transit. We suggest that you use a “traceable carrier” that can provide you with “proof of delivery.” Wellcorps International shall not be responsible for items returned that are lost or damaged in

transit. Postage and handling charges, both to and from our warehouse will be paid by you, the customer, and are non-refundable. At our discretion Wellcorps International may reimburse shipping charges related to the EXCHANGE of DEFECTIVE products. If you have any questions about shipping reimbursement for DEFECTIVE EXCHANGES please ask the Wellcorps International Customer Service Representative issuing your Return Merchandise Authorization for clarification.

**LINKS**

For your convenience, Wellcorps International provides links to third party websites and we want you to understand that Wellcorps International does not assume any responsibility for the: (1) content of, (2) technology implemented by, or (3) privacy practices of these third party websites. You should review the privacy policy and terms of use for each of these websites to make sure they are acceptable to you. The link to a third party website provided on this website does not imply endorsement of or responsibility for such linked website by Wellcorps International and we are not responsible for any information you submit to them.

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Parents should always supervise their children while online. Wellcorps International's website is not designed nor intended to collect personal information from children under the age of thirteen. So that we may comply with the Children's Online Privacy Protection Act, we ask that children under the age of thirteen not provide any personal information on this website.

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**PRIVACY & SECURITY**
For an explanation of Wellcorps International's practices and policies related to the collection, use and storage of online information supplied directly or indirectly by you as a result of your use of Wellcorps International's website, please read our Privacy Policy. By accessing this website, you are consenting to our information collection and use practices described in these Terms of Use and our Privacy Policy.

## PRIVACY POLICY

**GENERAL**
Wellcorps International thinks your privacy is important. Please read this section of our website to learn more about Wellcorps International's philosophy and privacy policy. We understand that the protection of privacy is a major concern to many of our customers. For more than 25 years the Wellcorps International family of companies has worked hard to gain your trust by representing only the highest quality products and services, and we want to do everything reasonably possible to keep your trust. To build on our relationship, Wellcorps International wants you to understand a little bit about how our website interacts with visitors and how we will use any information gathered when you visit our website.

**TYPES OF INFORMATION GATHERED**
Wellcorps International may gather the following types of information: (1) information given voluntarily while using a feature of this website, for example, during a registration process; (2) information gathered as a result of voluntary participation in a survey or poll, or when communicating with our webmaster or customer service Team Members; and (3) information gathered automatically when visitors visit our website.

**REGISTRATION**
In order for you to receive certain benefits of our website you may first be asked to supply certain information such as your zip code. Wellcorps International wants to supply you with information that benefits you and the more relevant information we have about you the better we are able to do this.

Wellcorps International currently has an electronic newsletter and may launch similar products in the future. If you choose to receive our electronic newsletter, you will be asked for certain

information so that we can customize your newsletter to suit your needs. Upon registering for the electronic newsletter, you will be asked for your name, email address, zip code, and other information specified in the enrollment process. You may be asked to tell us a little about your interests, including but not limited to, what sorts of articles you like to read, the sorts of wellness choices you currently make, and other questions of this nature. This information is used to deliver you a personalized electronic newsletter that we believe will be of interest to you. The more of this information you choose to share with us, the better we can craft a newsletter specifically for you.

If you choose not to share information with us the newsletter will simply be more generic. Providing us with more specific types of information about yourself and your interests is voluntary and you may change supplied information or unsubscribe at any time from any portion or all of Wellcorps International's online services.

**SURVEYS AND POLLS**
From time to time, Wellcorps International website users may be asked to participate in voluntary surveys and polls. As a part of this process you may be asked to supply personal information such as demographic information and lifestyle preferences. Likewise, in ongoing efforts to make Wellcorps International's proprietary products and services more available to the general public and through our specially-selected retail affiliates, we may ask for you to provide us your personal opinions and observations regarding product and service availabilities in your neighborhood shopping area. These surveys will be strictly voluntary and you can choose to disclose this information or not.

**COOKIES**
Wellcorps International may automatically receive and record information on our server logs from your browser, which may include your IP address, Wellcorps International's cookie information, session time, click path analysis, and the pages you request. Wellcorps International will only use this type data in an aggregate form which does not identify you personally.

**UPDATING PERSONAL INFORMATION**
Wellcorps International understands that you may want to change or access your personal information. You may do so by following the directions on your Wellcorps International e-newsletter. To protect your privacy and security, we will verify your identity before granting access or making changes to your personally-identifying information.

**WELLCORPS INTERNATIONAL'S USE OF INFORMATION**
Wellcorps International may use information gathered through its website for the following general purposes: (1) to customize content delivered to you; (2) to contact and provide service to you as well as improve the overall delivery of Wellcorps International's services; and (3) to conduct research for other purposes related to Wellcorps International's core business. In no case will Wellcorps International use personally identifying information for its own use or the use of any other party, except to provide the services you request or as required by law. Wellcorps International only reviews usage of our online content in the aggregate (meaning information summarized into large groups of users with no personally identifying information) to determine the most popular website features and to help us develop new content and service ideas.

**INFORMATION SHARING**
Wellcorps International will not sell or otherwise share personally identifying information with other people or nonaffiliated companies except to provide services to you at your request, or as required by law. Wellcorps International will share this information with certain business partners

to provide requested service that we do not provide directly. Wellcorps International will only share personally identifying information with these business partners if they agree not to disclose the information to other parties and agree not to use this information to solicit.

Wellcorps International may share aggregate data collected through its website that does not personally identify any party with our research partner, and may from time to time share this type data with other business partners.

**CHILDREN**
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**LINKS**
This website contains several links to other websites not controlled by Wellcorps International. We have attempted to choose our linked partners with great care; however, Wellcorps International is not responsible for the privacy practices of any linked site. You should read the privacy policy of each linked website to understand the related policy. This privacy policy applies solely to information collected through Wellcorps International's website.

**SECURITY**
Wellcorps International has attempted to take all reasonable steps to have physical, electronic and procedural safeguards in place to protect personal information gathered through this website. This includes compliance with related federal regulations and may include use of industry-standard SSL-encryption to protect certain transmission data we deem sensitive.

**QUESTIONS AND COMMENTS**
Wellcorps International is always interested in what our customers have to say. If you have any questions or concerns, please contact us at customer.questions@wellcorps.com.

**CHANGES TO PRIVACY POLICY**
This document was last updated August, 2007. Wellcorps International may update this privacy policy at any time. If so, Wellcorps International will post the updated privacy policy on this site. Wellcorps International encourages you to review this privacy policy from time to time for any changes.