

Website Usage and Limitation of Liability
Website Terms of Use www.revitalu.com and linked sites

INTENDED AUDIENCE/USE

R U Health & Wellness LLC (“RUH&W”), a Texas limited liability company, provides this website (the “Site”) to you, subject to these Terms of Use. The Terms of Use may be updated by RUH&W from time to time without notice to you. You can review the most current version of the Terms of Use at: www.revitalu.com. This Site and all the information, communications, software, scripting, photos, text, video, graphics, music, sounds, images and other materials and services found on this Site (collectively “Content”), is intended for the lawful use of RUH&W’s customers, Brand Partners, employees and members of the general public who are over the age of 13, and citizens of the United States, and the U.K. RUH&W operates and controls this Site from its offices within the United States of America. RUH&W makes no representation that the Content is appropriate or available for use in other locations, and access to the Site from countries where the Content is illegal is prohibited. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with applicable local laws. Some Content from this Site may be subject to export controls imposed by the United States and may not be downloaded or otherwise exported or re-exported: (1) into, or to a national or resident of, any territory to which the U.S. has placed an embargo; (2) to anyone on the U.S. Treasury Department’s Specially Designated Nationals list; or (3) the U.S. Commerce Department’s Table of Denial Orders. RUH&W is not and cannot be liable for any third party use of its Content from this Site, in violation of any applicable law.

You acknowledge that RUH&W reserves the right in its sole discretion to refuse or terminate access to the Site by you at any time.

GOVERNING LAWS / EXCLUSIVE JURISDICTION

Any claim relating to use of this Site and/or its Content, unless otherwise expressly stated by RUH&W, shall be governed by the laws of the State of Texas without regard to any conflicts of laws provisions. The federal and state courts of the state of Texas shall have exclusive jurisdiction to adjudicate any dispute arising out of use of this, or in any way relating to this Site and its Content Site (unless otherwise expressly stated by RUH&W). By using this Site, you expressly consent to (i) the personal jurisdiction and venue of the courts of Texas and (ii) service of process being affected upon you by registered mail or electronic communication if we do not have a postal address for you.

ACCEPTANCE OF TERMS

You acknowledge you have read and agree to be bound by these Terms of Use as well as our Privacy Policy, posted on this Site. RUH&W reserves the right to make changes to our website, Privacy Policy and their Terms of Use at any time. To the extent that any term is deemed invalid or unenforceable by a court of law with jurisdiction over the matter, that term shall be severable and not affect the validity of remaining terms. You agree to comply with all applicable laws and regulations, including without limitation, limitation of liability, jurisdiction, and U.S. export and re-export control laws and regulations regarding the transmission of technical data exported from the United States or the country in which you reside. You further agree to comply with all local laws, regulations and rules regarding online conduct and acceptable Content. You represent you have the legal authority to accept these Terms of Use on behalf of yourself or any party you represent. IF YOU DO NOT AGREE TO OUR TERMS OF USE AND PRIVACY POLICY, DO NOT USE THE SITE.

ELECTRONIC COMMUNICATIONS

Visiting our Site or sending us an e-mail is an electronic communication. You consent to receive electronic communications from us through e-mail and website postings. You agree that such electronic communications satisfy any legal requirement that agreements, notices, disclosures, or other communications be in writing.

OWNERSHIP OF INFORMATION

The contents of the Site and translated versions are copyrighted © 2024, R U Health & Wellness, LLC. No licenses are conveyed under any intellectual property rights, unless expressly stated by RUH&W. The information contained on this Site, including images hereon, is copyrighted and may not be distributed, modified, reproduced in whole or in part, without the prior written permission of RUH&W, except as listed below:

CONTENT

Any person is authorized to print out for personal use or to make copies of Content on this web page for personal use, provided that the Content contains RUH&W's copyright notice, and that they are not otherwise prohibited from using the Content found on this Site by any law or regulation of the United States or other territories where such use is prohibited. This license does not include permission to sell Content; collection or use of product listings or descriptions; derivative use of this Site or its Contents; or use of data mining, robots or similar data gathering and extraction tools. You may not frame or use framing techniques to enclose any Trademark or other proprietary information (images, text, layout) of RUH&W without our express written consent. You may not use meta tags or hidden text including our company name or Trademarks without our express written consent. Any unauthorized use terminates the license granted hereunder. A limited, revocable, nonexclusive right to create a hyperlink to any page or our Site is given so long as you do not show RUH&W or our products in a derogatory, offensive, misleading or false manner which shall be determined solely by RUH&W. You may not use our trademarks as part of the link without our express written permission.

COPYRIGHTS AND COPYRIGHT AGENTS

RUH&W respects the intellectual property of others and we ask our users to do the same. In accordance with the Digital Millennium Copyright Act, RUH&W has designated a Copyright Agent to receive notice of claims of copyright infringement on the Site. RUH&W's Copyright Agent, may be reached at compliance@revitalu.com.

If you believe that any content on the Site infringes the copyright in a work that is owned or controlled by you or if you believe that your work has been copied in a way that constitutes copyright infringement, please promptly provide RUH&W's Copyright Agent the following information in writing (see 17 U.S.C. § 512(c)(3) for further detail):

- 1- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- 2- A description of the copyrighted work that you claim has been infringed, or if multiple copyrighted works are covered by a single notification, a representative list of such works;

- 3- The exact URL or a description reasonably sufficient to permit RUH&W to locate where the alleged infringing material is located on the Site;
- 4- Your name, address, telephone number and email address;
- 5- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law;
- 6- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are either the copyright owner or authorized to act on the copyright owner's behalf.

PROMOTIONS

This Site may contain sweepstakes, contests or other promotions that require you to send material or information about yourself. Please note that sweepstakes, contests or promotions offered via the Site may be, and often are, governed by a separate set of rules that, in addition to describing such sweepstakes, contest or promotion, may have eligibility requirements, such as certain age or geographic area restrictions, terms and conditions governing the use of material you submit, and disclosures about how your personal information may be used. It is your responsibility to read such rules to determine whether or not you want to and are eligible to participate, register and/or enter. By entering any such sweepstakes, contest or other promotion, you agree to comply with abide by such rules and the decisions of the sponsor(s) identified therein, which shall be final and binding in all respects.

SOFTWARE

RUH&W Software: Use of software including, but not limited to, source code from the Site is subject to the copyright notices, disclaimers, and any license terms accompanying such software, whether set forth at the install of each program or posted in a header or text file. If such notices or terms accompany the software, then in addition to these Terms of Use the terms set forth below shall apply:

RUH&W retains all ownership and intellectual property rights in the software and in all derivatives thereto. You may use this software, and any derivatives created by any person or entity by or on your behalf, exclusively with RUH&W's proprietary products. You agree that you are solely responsible for testing the software and determining its suitability. RUH&W has no obligation to modify, test, certify, or support the software.

Software Modified by RUH&W: If you use this Site to give RUH&W access to your software and RUH&W modifies such software at your request, then RUH&W's copyright notice, disclaimer, and any license terms that accompany such modified code shall apply. If no such notices or terms accompany the modified code, then the terms set forth below shall apply:

You agree that you are solely responsible for testing the modified software and determining its suitability. RUH&W has no obligation to modify, test, certify, or support the modified software.

Software Related Disclaimers and Limitation on Liability: The Disclaimer of Warranties and Limitation on Liability of these Terms of Use shall apply to RUH&W software and software modified by RUH&W; provided, however, that the following cap on liability shall apply to such software:

TO THE FULLEST EXTENT ALLOWABLE BY LAW, RUH&W'S TOTAL LIABILITY ON ALL CLAIMS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), STRICT LIABILITY, INDEMNITY, CONTRIBUTION, OR OTHERWISE, SHALL NOT EXCEED THE PRICE YOU PAID DIRECTLY TO RUH&W SPECIFICALLY TO ACCESS THE SOFTWARE OR HAVE THE SOFTWARE DEVELOPED OR MODIFIED.

TRADEMARKS AND LOGOS

The trademarks, service marks, and logos (the "Trademarks") displayed and used on this Site are registered and unregistered trademarks of RUH&W. The absence of a Trademark from this list does not constitute a waiver of RUH&W's trademark or other intellectual property rights concerning that trademark. Fair use of RUH&W's Trademarks to refer to RUH&W products requires obvious acknowledgement of RUH&W's ownership of the Trademarks in the document or publication. Any other use of a Trademark publicly may only be undertaken with advance written permission from RUH&W. Nothing on this Site should be construed as granting any license or right to use any Trademark without the written permission of RUH&W.

DISCLAIMER OF WARRANTY

THE MATERIALS ON THIS SITE ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND. RUH&W DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF INTELLECTUAL PROPERTY OR OTHER VIOLATION OF RIGHTS. RUH&W AND ITS SUPPLIERS DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE ACCURACY, COMPLETENESS OR RELIABILITY OF THE MATERIALS ON THIS SITE, INCLUDING THE INFORMATION, TEXT, GRAPHICS, LINKS OR OTHER ITEMS CONTAINED WITHIN THESE MATERIALS. RUH&W MAY MAKE CHANGES TO THE MATERIALS PROVIDED ON THIS SITE, OR TO THE PRODUCTS DESCRIBED THEREIN, AT ANY TIME WITHOUT NOTICE. RUH&W HAS NO OBLIGATION TO UPDATE THE MATERIALS ON THIS SITE.

LIMITATION OF LIABILITY

IN GENERAL: YOU ACKNOWLEDGE AND AGREE THAT, IN NO EVENT, SHALL RUH&W BE LIABLE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), STRICT LIABILITY, INDEMNITY, CONTRIBUTION, OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGE, COST OR EXPENSE OF ANY KIND WHATSOEVER, HOWSOEVER CAUSED, LOSS OF PROFIT, LOSS OF REVENUES, CONTRACTS, BUSINESS, LOSS OF GOODWILL OR ANTICIPATED SAVINGS, OR WASTED MANAGEMENT TIME, EVEN IF RUH&W HAS BEEN ADVISED OF THE POSSIBILITY OR THEY ARE FORESEEABLE. RUH&W'S TOTAL LIABILITY ON ALL CLAIMS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), STRICT LIABILITY, INDEMNITY, CONTRIBUTION, OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF GOODS OR CONTENT. THESE LIMITATIONS SHALL NOT APPLY WHERE EXPRESSLY PROHIBITED BY LAW.

YOUR RESPONSIBILITY FOR PRODUCTS AND PROCESSES: WITHOUT AFFECTING RUH&W'S RESPONSIBILITIES TO YOU UNDER THESE WEBSITE TERMS OF USE, AND TO THE FULLEST EXTENT PERMITTED BY LAW, YOU ACCEPT THAT YOU, AND NOT RUH&W ARE SOLELY RESPONSIBLE FOR (I) ANY PRODUCT OR PROCESS WHICH USES OR INCORPORATES RUH&W GOODS OR CONTENT, (II)

REVIEWING/ TESTING GOODS AND CONTENT AND DETERMINING THEIR SUITABILITY FOR USE IN YOUR APPLICATION, PRODUCT OR PROCESS, AND (III) DETERMINING WHETHER YOUR PRODUCTS OR SYSTEMS EMPLOYING RUH&W GOODS OR CONTENT INFRINGES PATENTS, COPYRIGHTS, OR OTHER PROPRIETARY RIGHTS OF THIRD PARTIES.

PRIVACY POLICY

Click [here](#) for a link to our Privacy Policy, which also governs your visit to our Site. User Transmissions: You are prohibited from posting or transmitting to or from this Site any unlawful, proprietary, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic or profane material, and any other material that would violate any law or constitute infringement of intellectual property rights or contain software viruses. You may not use a false e-mail address impersonate another or mislead us as to your identity or the origin of any transmission.

Links to other Websites: RUH&W makes no representation whatsoever regarding the content of any other websites that you may access from the Site. When you access a non-RUH&W website, please understand that it is independent from RUH&W and that RUH&W has no control over the content of that website. A link to a non-RUH&W website does not mean that RUH&W endorses or accepts any responsibility for the content or use of such website.