JSHealth Vitamins Terms of Sale

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Introduction

These Terms of Sale form a part of the JSHealth Vitamins US, Inc. Terms of Service and apply to you when you make a purchase on our Website. Some of the merchandise provided on this Website is provided on the basis of payment. The fees, duration and conditions applicable to the purchase of such merchandise are described below and in our Terms of Use. Any terms not defined in this document have the meanings set forth in the Terms of Use. If you do not agree to these Terms of Sale, please do not purchase merchandise from our Website.

THESE TERMS OF SALE CONTAIN A MANDATORY ARBITRATION PROVISION AND CLASS ACTION WAIVER.

Help Center & Frequently Asked Questions

If you have any questions about your order, payment processing, shipping or collaborating with us, please visit our Support Page here and check out answers to frequently asked questions and for more information about JSHealth's shipping, return, refund, and subscription policies.

1. **Purchasing Process**

Any steps you take on our Website, from choosing a product, to submitting your order, form a part of the purchasing process.

The purchasing process includes these steps:

- You must choose the desired merchandise and verify your purchase selection.
- After having reviewed the information displayed in the purchase selection, you may place the order by submitting it.

2. **Order Submission**

When you submit an order, the following applies:

- The submission of an order constitutes an offer to buy, under these Terms, all products (and services, if any) listed in your order. All orders must be accepted by us, or we will not be obligated to sell the products (or services) to you. We may choose not to accept orders at our sole discretion, even after we send you a confirmation email with your order number and details of the items you have purchased. Our acceptance of an order results in your obligation to pay the price, taxes and possible further fees and expenses, as specified on the order page.
- In case the purchased merchandise requires active input from you, such as the provision of personal information or data, specifications or special wishes, the order submission creates an obligation for you to cooperate accordingly.
- All notifications related to the described purchasing process shall be sent to the email address or other contact information provided by you for such purposes.

3. **Purchase and Payment**

We may accept the following forms of payment: PayPal, Amazon Pay, and Afterpay, and credit cards via ShopPay and Stripe, and others as we may determine from time to time. Information related to accepted payment methods are made available during the purchasing process. Some payment methods may only be available subject to additional conditions or fees. In such cases related information can be found in the dedicated section of this Website.

You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Website. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in the currency specified on the Website.

You agree to pay all charges at the prices then in effect for your purchases and any applicable shipping fees, and you authorize us to charge your chosen payment provider for any such amounts upon placing your order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

We reserve the right to refuse any order placed through the Website. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

If payment through the available methods fail or is refused by the payment service provider, JSHealth is under no obligation to fulfil the purchase order. Any possible costs or fees resulting from the failed or refused payment shall be borne by you.

All payments are independently processed through third-party services. Therefore, this Website does not collect any payment information – such as credit card details – but only receives a notification once the payment has been successfully completed.

4. **JSHealth 360 Subscription Terms**

You may choose to join JSHealth 360, our subscription program, to enjoy benefits, gifts and discounted pricing. If you choose to join JSHealth 360, this section applies to your use of the subscription service. JSHealth reserves the right to change benefits offered within the JSHealth 360 or any other subscription program, including the discount amounts and eligibility used to determine discount amounts, at any time in its sole discretion. All changes, including for existing subscriptions, will apply to future orders.

Some of the offer details may change as you receive deliveries over time (for example, price, taxes, availability, shipping charges, and seller). If an item is unavailable when shipped and you

have selected a backup product, you authorize us to fulfill your order with your chosen backup product.

JSHealth 360 benefits, discounts, and any limited time special subscription promotions in effect apply only to eligible items displaying the JSHealth 360 offer message when you select the JSHealth 360 delivery method. Subscriptions are good while supplies last. Special limited time subscription promotions only apply during their effective dates.

The price for a JSHealth 360 subscription is stated on the applicable product detail page. The total cost charged to your payment method for each JSHealth 360 order will be the cost of the item on the day that order is processed (which is subject to change) less the JSHealth 360 discount, plus any applicable sales tax, shipping charges, and fees. Any Amazon.com eligible promotional credit balances on your Amazon.com customer account may be applied toward the balance of your order before charging any remaining balance to your payment method.

We may change the price for a JSHealth 360 subscription at any time for any reason. Information about changes to price will be available to you on the Manage Your Deliveries page.

The total cost for each JSHealth 360 item shipment will be charged to the payment method used to create your subscription or as otherwise directed by you. If we are unable to complete your JSHealth 360 order with the payment method you used to create your subscription, you authorize us to update your subscription with another payment method in your account and to charge the payment method for your JSHealth 360 order. Review your account information to view the last date that you can cancel your subscription or skip your delivery in order to prevent being charged for the delivery. Each charge will be submitted for payment on the date that your item ships.

You may cancel your JSHealth 360 subscription at any time or skip your next delivery before it ships via your account page. To cancel, select your subscription on the account page, select Cancel Subscription and then select Cancel my subscription. If you cancel your subscription and then reactivate it, the discount applied to any JSHealth 360 item may not be the same discount in effect at the time of cancellation. If the JSHealth 360 discount percentage for such JSHealth 360 changes, the new discount will be applied to your future shipments of that item.

Our JSHealth 360 subscription is void where prohibited.

5. **Merchandise Description**

Prices, descriptions or availability of merchandise are outlined in the respective sections of this Website and are subject to change without notice.

While merchandise on this Website is presented with the greatest accuracy technically possible, representation on this Website through any means (including, as the case may be, graphic material, images, colors, sounds) is for reference only and implies no warranty as to the characteristics of the purchased merchandise. The characteristics of the merchandise will be outlined during the purchasing process.

6. **Prices**

You are informed during the purchasing process and before order submission, about any fees, taxes and costs (including, if any, delivery costs) that they will be charged.

Prices on this Website might be displayed exclusive or inclusive of any applicable fees, taxes and costs, depending on the section you are browsing.

7. **Retention of Merchandise Ownership**

You may use services like AfterPay or Shop Pay to pay for merchandise in installments. Until payment of the total purchase price is paid, any merchandise ordered will not become your property and you may be required to pay applicable fees and return the unpaid merchandise.

8. **Delivery**

Deliveries are made to the address indicated by you and in the manner specified in the order summary.

Upon delivery, you must verify the content of the delivery and report anomalies without undue delay, using the contact details provided in this document or as described in the delivery note. You may refuse to accept the parcel if visibly damaged.

Merchandise is delivered to the countries or territories specified in the relevant section of the Website.

Delivery times are specified on this Website or during the purchasing process.

JSHealth will replace any items damaged or lost during delivery if you purchase shipping protection. You may purchase shipping protection for $1.99. JSHealth will not be liable for any non-delivery of goods unless shipping protection has been purchased. Any liability of non-delivery for Merchandise will be limited to replacing the Merchandise within a reasonable time or adjusting any invoice respecting the Merchandise to reflect the actual quantity delivered.

9. Failed Delivery

We cannot be held responsible for delivery errors due to inaccuracies or incompleteness in the execution of the purchase order by you nor for any damages or delays after handover to the carrier if the latter is arranged by you.

If the merchandise is not received or collected at the time or within the deadline specified, the merchandise will be returned to us, who will contact you to schedule a second delivery attempt or to agree on the future course of action. Unless otherwise agreed, any delivery attempt starting from the second attempt shall be at your expense.

10. **Coupons**

We may provide certain coupon codes, discounts, rewards and promotions from time to time. Coupons and discount codes are subject to the restrictions specified on our website and may or may not apply to merchandise that is already on sale or to certain styles. Only one coupon code or discount code may be applied per order. Coupons and discounts may not be combined with any other discount that is already offered.

11. Returns and Exchanges

Please review our Return Policy and exchange process here prior to making any purchases on our Website.

12. Manufacturer's Warranty and Disclaimers

1. We do not manufacture or control any of the products or services offered on our Site. The availability of products or services through our Site does not indicate an affiliation with or endorsement of any product, service, or manufacturer. Accordingly, we do not provide any warranties with respect to the products or services offered on our Site. However, the products and services offered on our Site are covered by the manufacturer's warranty as detailed in the product's description on our Site and included with the product. To obtain warranty service for defective products, please follow the instructions included in the manufacturer's warranty.

2. ALL PRODUCTS OFFERED ON THIS SITE ARE PROVIDED "AS IS" AND WE MAKE NO WARRANTIES WHATSOEVER WITH RESPECT TO THE PRODUCTS OFFERED ON THIS SITE, INCLUDING, WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

3. WE MAKE NO WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICES OFFERED ON THIS SITE. ALL WARRANTIES WITH RESPECT TO THE SERVICES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

4. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.

5. YOU AFFIRM THAT WE SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY BREACH OF WARRANTY CLAIMS OR FOR ANY DAMAGES ARISING OUT OF THE MANUFACTURER'S FAILURE TO HONOR ITS WARRANTY OBLIGATIONS TO YOU.

13. Limitation of Liability

6. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

7. OUR SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCTS AND SERVICES YOU HAVE ORDERED THROUGH OUR SITE.

8. The limitation of liability set forth in Section 7(b) shall : (i) only apply to the extent permitted by law and (ii)] not apply to (A) liability resulting from our gross negligence or willful misconduct and (B) death or bodily injury resulting from our acts or omissions.

14. Goods Not for Resale or Export

You represent and warrant that you are buying products or services from the Site for your own personal or household use only, and not for resale or export. You further represent and warrant that all purchases are intended for final delivery to locations within the US.

15. **Dispute Resolution and Arbitration Terms**

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Sale shall be instituted exclusively in the federal courts of the United States or the courts of the county of Los Angeles in the State of California although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Any arbitration under this provision shall be governed by the Federal Arbitration Act ("FAA"); no state laws regarding arbitration procedures shall apply.

Before either party initiates arbitration, that party must contact the other party by sending a written notice of the dispute. If you provide such a notice to us, your notice must identify your name and address (including email address), and describe the nature and basis of your claim and the relief you seek, including the basis for any damages calculation. You must sign the notice, and if you have retained an attorney, you must identify the attorney and confirm that we have authority to disclose to the attorney any information relevant to resolving your claim. Each side must negotiate in good faith to resolve the claim for a period of sixty (60) days before initiating arbitration proceedings. Any limitations period shall be tolled for this sixty day period. Failure to comply with any of the provisions in this paragraph is grounds for dismissal of any arbitration proceeding as set forth in the following paragraph.

ALL CLAIMS WILL BE RESOLVED BY BINDING ARBITRATION RATHER THAN IN COURT, EXCEPT THAT YOU OR WE MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF THE CLAIM IS PROPERLY WITHIN THE JURISDICTION OF THE SMALL CLAIMS COURT. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED.

The arbitration will be ADMINISTERED by the American Arbitration Association (AAA) under its then-applicable rules, including (as appropriate) its CONSUMER ARBITRATION RULES AND MASS ARBITRATION SUPPLEMENTARY RULES. IF THERE IS A CONFLICT

BETWEEN THIS ARBITRATION PROVISION AND THE AAA RULES, THIS ARBITRATION PROVISION WILL GOVERN. The AAA's rules are available at http://www.adr.org/. The arbitration WILL be conducted in the English language by a single independent and neutral arbitrator. For any hearing conducted in person as part of the arbitration, you agree that the hearing will be conducted in the largest city in your state within 100 miles of where you live. IF THE ARBITRATOR FINDS THAT THE COSTS (INCLUDING ARBITRATION FEES) OF AN ARBITRATION THAT YOU INITIATE WILL BE PROHIBITIVE WHEN COMPARED TO THE COSTS OF LITIGATION, WE WILL PAY SUCH ARBITRATION COSTS TO THE EXTENT NECESSARY TO PREVENT THE ARBITRATION FROM BEING COST PROHIBITIVE FOR YOU. IF THE ARBITRATOR DETERMINES THAT YOUR CLAIM WAS FRIVOLOUS OR BROUGHT FOR AN IMPROPER PURPOSE, YOU SHALL REIMBURSE US FOR ANY COSTS OR FEES PAID BY US ON YOUR BEHALF. THE DECISION OF THE ARBITRATOR WILL BE FINAL AND BINDING. JUDGMENT ON THE ARBITRAL AWARD MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION.

WE EACH AGREE THAT ALL CLAIMS WILL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION OR ARBITRATION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL AND AGREE THAT SUCH CLAIM WILL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED IN LOS ANGELES COUNTY IN THE STATE OF CALIFORNIA. YOU HEREBY SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS AND WAIVE ANY OBJECTION ON THE GROUNDS OF VENUE, FORUM NON-CONVENIENS OR ANY SIMILAR GROUNDS WITH RESPECT TO ANY SUCH CLAIM.

Notwithstanding anything to the contrary, JSHealth may seek injunctive relief and any other equitable remedies from any court of competent jurisdiction to protect our intellectual property rights, whether in aid of, pending or independently of the resolution of any dispute pursuant to the arbitration procedures set forth above.

16. **Force Majeure**

No party will be liable to the other party, or be deemed to have defaulted under or breached these Terms of Sale, for any failure in fulfilling or performing any term of these Terms of Sale (except for any obligations to you as a buyer to make payments to JSHealth hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including without limitation: (a) acts of God; (b) flood, fire, earthquake, or other catastrophes, including epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in

obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party.

17. Questions?

If you have any questions about any information included in this document please do not hesitate to reach out to us here.