

## **Spectrum Health Products Website Terms & Conditions**

Thank you for visiting our website at [www.SpectrumHP.com](http://www.SpectrumHP.com) (the "**Website**").

Please carefully read the following Spectrum Health Products Website Terms & Conditions (the "**Terms**"). They govern your access and use of the Website and outline the purchasing process. If you do not agree to the Terms, please exit the Website immediately. Your access and use of the Website will be deemed acceptance of the Terms.

### **General**

All transactions between Spectrum Health Products, Inc. ("**SpectrumHP**") and the involved parties are solely in accordance with our Terms, with which the person placing the order(s) directly on the Website (the "**Customer**") declares themselves to be in agreement at the time of placing the order(s). This also applies to future transactions, even if there is no express reference to the Terms. If the order is placed in a way which departs from Terms, even then only our Terms apply, no exceptions.

### **Authorized Users**

Children under the age of 13 may not use this Website. Minors older than 13 must obtain parental consent before using this Website. If you are not legally an adult in the place in which you reside, you must obtain permission from your parent or guardian before accessing and using this Website.

### **Limited License**

SpectrumHP grants limited licenses to access and use the Website provided that you accept and comply with the Terms. This permission does not include the right to download, reproduce, modify, or link to the Website or any Website Content. For the purpose of these Terms, "Website Content" means any text, graphics, audio, video, data, interactive features, and/or other content published on the website or any page of the Website by SpectrumHP.

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Except as expressly permitted under these Terms, you may not store, distribute, display, sell or otherwise exploit the Website Content. You may occasionally print one copy of a page of the Website for personal, non-commercial use, but you may not make multiple copies for distribution to others.

Any violation of these Terms – including unauthorized use of the Website Content – will immediately terminate the license granted by SpectrumHP to access and use the Website and may subject you to legal action.

If you would like to use the Website or the Website Content in a way that exceeds the scope of this license, please contact SpectrumHP for permission.

### **Communication**

By disclosing your email address and/or telephone number, you agree that SpectrumHP may contact you regarding your order, about any SpectrumHP products or services, or for such other purpose(s) as SpectrumHP deems appropriate. You may choose to opt out of these communications at any time by following the unsubscribe instructions provided in the email communications.

### **Orders**

Orders must be placed directly on the Website. Unless otherwise stated, orders made in any other method will not be fulfilled. Only a single coupon or promotional code may be used per transaction. The checkout and payment process is handled securely by third-party services.

### **Delivery and Cancellation Policy**

Shipments are made twice a week (Tuesdays and Fridays) via USPS. If you did not receive a tracking number on the shipping date following your order, please contact [info@SpectrumHP.com](mailto:info@SpectrumHP.com). Otherwise, please contact USPS directly for any disputes arising from shipping.

### **Cancellation Policy**

Cancellations must be requested before the scheduled shipping date. If the order has already been shipped, the order cannot be cancelled. Due to the nature of the products, SpectrumHP cannot accept returns.

### **Prohibited Activities**

You may not use this Website to stalk or otherwise harass another Website user, employee of SpectrumHP, or any of SpectrumHP's Affiliates. For the purpose of these Terms, "Affiliates" means any business, organization, or individual that SpectrumHP conducts business with.

You may not download, reproduce, modify, or link to the Website or any Website Content without expressly waived by SpectrumHP.

You may not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with SpectrumHP and Affiliates.

You may not reverse engineer, decompile, data mine, record, link to, collect information or otherwise manipulate content from any portion of the Website.

**Indemnification**

By agreeing to these Terms and using the Website, you agree to indemnify and hold harmless SpectrumHP, its parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each of them from and against any claim or demand made by any third party, including all costs, liabilities and legal fees, due to or arising out of (i) your access to or use of the Website; (ii) your violation of these Terms; (iii) claims for libel, slander or any property damage, personal injury or death; (iv) the use, failure to use, or inability to use the Website or any products or services available through the Website, caused directly or indirectly by you; (v) the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity; and/or (vi) violations of any local, state or federal law.

SpectrumHP reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify SpectrumHP, and you agree to cooperate with SpectrumHP's defense of these claims. You agree not to settle any matter without SpectrumHP's prior written consent. SpectrumHP will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it, but no failure or delay of SpectrumHP to notify you will waive SpectrumHP's right to indemnification.

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YOU EXPRESSLY UNDERSTAND AND AGREE THAT SPECTRUMHP AND OUR FRANCHISEES AND AFFILIATES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, OR RESULTING FROM, (A) THE USE OR THE INABILITY TO USE THIS WEBSITE; (B) THE USE OF ANY CONTENT OR OTHER MATERIAL ON THIS WEBSITE OR ANY WEBSITE OR WEBSITES LINKED TO THIS WEBSITE, (C) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THIS WEBSITE; (D) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (E) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OUR WEBSITE; OR (F) ANY OTHER MATTER RELATING TO OUR WEBSITE. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION – WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE – EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF OUR WEBSITE, OR WITH ANY OF THESE TERMS & CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS THE DISCONTINUATION OF YOUR USE OF THIS WEBSITE. IF ANY PORTION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

### **Termination**

SpectrumHP may terminate or suspend your account or ability to use the Website, in whole or in part, at SpectrumHP's sole discretion, without notice or liability of any kind.

You may terminate these Terms at any time by closing your account and discontinuing your use of any and all parts of the Website. In the event of any termination, whether by you or SpectrumHP, your obligation to indemnify SpectrumHP as stated in these Terms will continue in full force and effect.

### **Choice of Law**

These Terms and the relationship between you and SpectrumHP shall be governed by the laws of the State of California without regard to its conflict of law provisions. Unless expressly waived by SpectrumHP, you agree to submit to the personal and exclusive jurisdiction of the state and

federal courts in Orange County, California. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Website or these Terms must be filed within one (1) year after such claim of action arose or be forever barred. In the event of any action to enforce or interpret these Terms, the prevailing party shall be entitled to recover all legal expenses incurred in connection with the action, including but not limited to its costs, both taxable and non-taxable, and reasonable attorney's fees.

### **Miscellaneous**

If any revisions of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed servable from these terms and shall not affect the validity and enforceability of any remaining provisions.

The relationship created by these Terms is solely a buyer-seller relationship. These Terms do not make either party the employee, partner, agent, or legal representative of the other in any way whatsoever.

The failure of SpectrumHP to insist upon or enforce the strict performance with respect to any provision of these Terms, or to exercise any right under the Terms, will not construed as a waiver or relinquishment to any extent of SpectrumHP's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and remain in full force and effect.

The Website may periodically go through maintenance where it will be inaccessible for an undetermined amount of time at SpectrumHP's sole discretion.

These Terms may be modified by our posting of changes to these Terms on this Website, or by written agreement of both parties. Each time you access this Website, you will be deemed to have accepted any such changes.

### **Contact**

**Email.** info@SpectrumHP.com

**Mail.** 20331 Lake Forest Dr., Suite C10, Lake Forest, CA 92630

**EFFECTIVE DATE: November 10, 2018**