



TERMS OF USE

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Use of Site and/or Service. This Website and Portal ("Site") and the services provided ("Service") are maintained and operated by **Immunotec, Inc.** ("us," "we," "our," or "Company") with its registered office at **300 Joseph-Carrier, Vaudreuil-Dorion, Quebec, Canada J7V 5V5. Immunotec, Inc.** has one goal: To provide high quality scientifically based nutrition and wellness products which enhance quality of life and performance. We thrive by empowering people to share an exceptional network marketing opportunity accessible to everyone. We commit to continued growth and prosperity for our Thus, we offer this Site for you to view information and documents from us (collectively, "Content") using our interactive messaging capabilities ("Forums"), and to purchase our products and Services. Please note that you must be of the age of consent in your jurisdiction to use our Services and interact on our Site. If you breach any of the provisions in these Terms of Service ("Terms"), your authorization to use this Site or these Services automatically terminates.

The content in the Site is offered on an informational basis only and is not intended to be a substitute for advice from a doctor or other qualified health professional. You should never use the information contained in this website to diagnose, treat, cure or prevent disease. You must always read carefully the labels of our products before use. Should you believe or suspect that you have a health problem, we strongly suggest that you consult a health professional.

Immunotec makes no claim that its products are anything other than dietary supplements designed to improve nutrition and, thereby, optimize health. Everyone regardless of his/her original state of health can benefit from improved nutrition.

Dietary supplements are nutritional products and are not designed for use in the treatment of disease or to substitute from a health professional's care or from a proven therapy. Immunotec's dietary supplements are designed to improve nutrition and general well-being.

Immunotec products are nutritional in nature and do not substitute from a health professional care or from a proven therapy.

These statements have not been evaluated by the Food and Drug Administration (FDA). These products are not intended to diagnose, treat, cure or prevent disease.

Testimonials

The people giving product or business opportunity testimonials on our Site or other reflect the actual experience of each individual, are anecdotal only, and may be atypical. We reserve the right to change these Terms from time to time. If such changes are considered material, we will inform you by email, and the changes will take effect one month after sending the email. Your continued use of the Site or our Services after such changes will act as your agreement to accept these modified Terms. You are responsible to return to this Site from time to time to review the most current Terms.

Registration Requirements. You may view Content on the Site without registration. However, in order to participate in Forums and use other advanced Services, you must register with the Site using a valid email address. In so doing, you agree that the information you supply will be accurate and that you will not supply the email address of, or register under the name of, another person. We reserve the right to reject any username we deem offensive or inappropriate. You may not register as a business or entity name.

Account Responsibility. You are solely responsible for protecting your account from access by others. We encourage you to select a hard-to-guess password and to not re-use that password across other platforms.

While you can maintain multiple accounts, we can and do track multiple accounts that originate from a single IP address as one account. This means that if you violate the Terms severely enough to warrant being banned from the Site and you have multiple accounts, then all accounts from the same computer may also be banned. For this reason, we recommend that you neither share your account information with others, nor share the computers you use to access the Site with others.

Privacy and Release of Information. It is our policy to not release your personal data to any third party except when you instruct us to do so, or when it is legally required. When law enforcement makes a lawful demand for personal data from us, we strive to limit the disclosure. We will release only the specific data mandated by the relevant legal demand. If compelled to disclose your personal data, we will promptly notify you and provide a copy of the demand unless we are legally prohibited from doing so.

User Conduct. You agree not to use this Site for any of the following activities:

Offensive Posting

Posts of a patently offensive nature are not allowed. This includes, but is not limited to:

- Using vulgar, profane, or sexually explicit language
- Using race, religion, sexual orientation, culture, ethnicity, handicap, nationality, or gender as a means of insult
- Using sexual preference terms as a term of insult in any way, shape, or form
- Using threatening, harassing, defamatory, hate-speech, or libelous language
- Posting or requesting links to or material from pornographic, obscene, or hate-speech websites
- Posting links to websites with potentially offensive content without a clear warning
- Descriptions or details about any sexual act or sexual organs

Posting content from other websites

Any content you share or communicate via our Site must be your original work. If it is owned by someone else, you must have authorization from the owner. If you share or communicate content from another source, please include a link back to the original content. Please refrain from sharing or communicating private messages without a user's permission.

Flaming (Insulting Other Users)

Communications clearly insulting, calling out, provoking or harassing other users, individually or as a group, directly or indirectly, are not allowed. This includes, but is not limited to: Name-calling ("You moron") Direct insults ("Screw you") Offensive orders ("Go kill yourself") Insinuations ("Are you stupid?") or insults towards family ("Your mom...")

Trolling (Inciting Flames)

Communications intended solely to annoy and/or offend other users by going against the clear nature of the Forum are not allowed. This includes, but is not limited to:

- Provoking other users to respond with flames
- Constant bickering/arguing
- Making misleading topic titles
- Asking obviously useless questions
- Posting false information as fact

Illegal Activities

Communications that violate or incite others to violate the law are not allowed. This includes, but is not limited to, asking for or providing, in any way, shape, or form:

- Illegal copies of copyrighted software
- Methods of circumventing copyright protection
- Illegal copies of copyrighted music, movies, videos, or any other type of media

Reprints of material from other websites
Methods of cheating in online games

Advertising

Communications that clearly advertise a service or product are not allowed. Users may include a website address in a signature, request comments on their personal site in a social setting, or provide interesting or relevant links to another site.

Disruptive Communications

Communications that disrupt the Forums for other users, intentional or not, are prohibited.

Impersonation

Users may be immediately banned (along with any associated accounts) for impersonating other users by creating and/or using an account with a name clearly intended to impersonate, mock, or antagonize another user, or otherwise falsely claiming to be another user.

Harassment/Stalking/Privacy

Continual harassing behavior directed towards a certain individual or group with the intent of creating an intimidating, offensive, or hostile environment, with or without use of explicit or implicit threats is strictly prohibited.

Unauthorized Access

Accessing or attempting to access any user account not belonging to the rightful owner without permission is prohibited.

Bugs and Exploits

Using exploits or tricks in the Sitecode to gain privileges, access, or abilities not clearly intended by the board design is prohibited.

Username, Profiles, and Forms

Violating any of the above rules with a username, any part of the user profile (signature, quote, email, IM), or via feedback forms is prohibited.

Other

Any other activity that is clearly detrimental to the flow of conversation and normal activities of our Site's users may be grounds for deleting the user's account.

Content.

Ownership

Our sites include a combination of Content that we create, that our partners create, and that our users create. All materials we publish on our Site, including, but not limited to written materials, photographs, graphics, images, illustrations, marks, logos, sound or video clips, and Flash animation, are protected by our copyrights and trademarks or those of our partners. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works of, distribute, publicly perform, publicly display, or in any way exploit any of the Content on our Site in whole or in part. If you would like to request permission to use any of the Content on our Site, please send an email to info@immunotec.com

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By sharing or communicating on this Site, you automatically grant us the right to use, copy, modify, adapt or publish the content that you post, including for purposes of advertising and publicity, on the Site and elsewhere and we are under no obligation to pay you for your posting. By sharing or communicating content on this Site, you receive consideration in terms of the publication of your post and the goodwill surrounding your content.

You are solely responsible for all materials, whether publicly posted or privately transmitted, that you upload, post, email, transmit, or otherwise make available on our Site (“Your Content”). You certify that you own all intellectual property rights in Your Content. You hereby grant us, our affiliates, and our partners a worldwide, irrevocable, royalty-free, nonexclusive, sublicensable license to use, reproduce, create derivative works of, distribute, publicly perform, publicly display, transfer, transmit, distribute, and publish Your Content and subsequent versions of Your Content for the purposes of (i) displaying Your Content on our Sites, (ii) distributing Your Content either electronically or via other media, to users seeking to download or otherwise acquiring it, and/or (iii) storing Your Content in a remote database accessible by end users, for a charge. This license shall apply to the distribution and the storage of Your Content in any form, medium, or technology now known or later developed, including print publication.

Accuracy

Our Site contains Content that we create as well as Content provided by third parties. We do not guarantee the accuracy, the integrity, or the quality of the Content on our Site, and you may not rely on any of this Content. Without limitation, we are not responsible for postings by users.

You agree that neither we nor our sponsors or affiliates are responsible for the accuracy of Your Content. We do not control Your Content or the content posted by other users, and we do not guarantee the truthfulness or quality of any such Content. You agree that while using our Site, you may be exposed to

content that is offensive or objectionable, and that you will in no way hold us or our sponsors or affiliates liable in any way for any harm or loss that may come to you or others as a result of viewing such Content.

Offensive Content

You may be exposed to Content that you find offensive, indecent, or objectionable or that is inaccurate, and you bear all risks associated with using that Content. We have the right, but not the obligation, to remove any Content that may, in our sole discretion, violate these Terms or that is otherwise objectionable. We are not responsible for screening any user content before it is posted.

Site Security and Conduct. Any Content we upload to this Site will be accessible to all users of the Site. We have incorporated all reasonable and commercially available measures to protect the Site from unauthorized access. Any unauthorized commercial use of the Service is expressly prohibited. You agree to comply with all applicable local, state, national, and international laws and regulations and are solely responsible for all acts or omissions that occur under your user ID or password.

System and Network Security. Violations of system or network security are prohibited, and may result in criminal and civil liability. We will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. You must take reasonable security precautions in light of your use of the Service. You are solely responsible for any breaches of security affecting the servers under your control.

Intellectual Property Rights. The Service and this Site are protected to the maximum extent permitted by copyright and trademark laws and international treaties. The Content of this Site, and related pages, is copyrighted property of **Immunotec, Inc.**, or other suppliers credited as the provider. You may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in the Service. Without limiting the foregoing, you agree not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes, any aspect of the Site or the Service.

Immunotec, Immunocal, the Immunotec logos, and other product brands are service marks, trademarks and/or trade dress of Immunotec. There may be other trademarks, product names, company names, logos, service marks and/or trade address indicated on the website that are the property of their respective owners.

Notification of Claims of Infringement. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please notify our agent for notice of claims of copyright or other intellectual property infringement at:

Designated Agent: Butzel Long
Address of Agent: 150 West Jefferson Ave. Detroit, MI 48226
Telephone: 313 225 7000

Email: rast@butzel.com

Please provide the following information:

1. Identify the material on the Site that you claim is infringing in sufficient detail so that we can find it;
2. Include the specific statement that you have a good faith belief that the disputed use you have identified is not authorized by the copyright owner, its agent, or the law;
3. Include the specific statement in which you declare, under penalty of perjury, that (a) the information you have provided is accurate, and (b) that you are the owner of the copyright interest involved or that you are authorized to act on behalf of that owner;
4. Your address, telephone number, and email address; and
5. Your physical or electronic signature.

We will remove the infringing content according to the procedures outlined in the Digital Millennium Copyright Act of 1998.

Please note that, pursuant to 17 U.S.C. 512(f), any misrepresentation of fact or falsities in a written notification will automatically subject the complaining party to liability for damages, costs and attorneys' fees incurred by us in connection with the written notification and your allegation of copyright infringement.

Representations. You represent and warrant that you will not hold us responsible for the quality, safety, or accuracy of the Content on the Site. We provide no warranty or guarantee regarding the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any purposes. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law. If you are aware of any relevant errors, inaccuracies, or discrepancies, including pricing discrepancies please alert us at info@immunotec.com.

Disclaimer of Warranty. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY DISCLAIMS ANY WARRANTIES: (i) FOR THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY, AND PERFORMANCE OF THE SITE AND THE SERVICE; (ii) FOR OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE COMPANY SITE OR THE SITES OR SERVICE, OR ACCESSED THROUGH ANY LINKS ON THE SITE; OR (iii) FOR VIRUSES OR OTHER HARMFUL COMPONENTS IN CONNECTION WITH THE SITE OR THE SERVICE. YOU USE ANY INFORMATION OR MATERIALS ON THIS WEBSITE ENTIRELY AT YOUR OWN RISK. IT IS YOUR RESPONSIBILITY TO ENSURE THAT ANY PRODUCTS, SERVICES, OR INFORMATION AVAILABLE THROUGH THIS WEBSITE MEET YOUR SPECIFIC REQUIREMENTS.

Links to Other Websites. The Site may contain links and pointers to other websites that are maintained by third parties. Such links do not mean that we endorse these third-party sites or any materials they contain. Of course we do not control, and thus are not responsible for, the availability, accuracy, privacy policy, or currency of such third-party sites or any information, content, products or services accessible from such third-party sites.

Indemnity. You agree to indemnify and hold us, our officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers and employees, harmless from any claim or demand, including reasonable attorney fees and court costs, made by any third party due to or arising out of Content you submit, post or make available through the Service, your use of the Service, your violation

of the Terms, your breach of any of the representations and warranties in these Terms, or your violation of any rights of another person or entity.

Governing Law. You further consent that this Agreement is governed by and shall be construed in accordance with the laws of the Province of Quebec without reference to its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. You agree that any lawsuit arising out of or relating to these Terms shall be filed only in the courts located in the Province of Quebec and you hereby consent and submit to the Jurisdiction of such courts for the purposes of litigating any such lawsuit.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter that it describes. This Agreement supersedes all prior proposals, negotiations, conversations, discussions and agreements between the parties concerning the information it covers.

If, for any reason, a court of competent jurisdiction finds any provision or part of a provision of this Agreement unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of this Agreement. Any remaining provisions of the Agreement will continue to be enforced with full effect.

Limitation of Liability. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY ASPECT OF YOUR USE OF THE SITE OR THE SERVICE, WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE SITE OR THE SERVICE, FROM INABILITY TO USE THE SITE OR THE SERVICE, OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE SITE OR THE SERVICE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE OUR SITE OR THE SERVICE OR ANY LINKS ON THE SITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE SITE OR THE SERVICE OR ANY LINKS ON THE SITE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdictions, limitations of liability are not permitted and some of the foregoing limitations may not apply to you.

Consequences of Violation of Terms. We may, without notice to you, suspend your Service or remove Your Content transmitted via the Site if we discover facts that lead us to reasonably believe the Site or Service is being used in violation of these Terms. You agree to cooperate with our reasonable investigation of any suspected violation of these Terms. We may attempt to contact you prior to your suspension; however, prior notification is not assured.

PURCHASING TERMS

Product Purchases

If you purchase items through the Site, you are responsible for providing a valid credit card number with available credit at the time of purchase, or valid checking account information with available funds at the time of purchase. You represent and warrant that you are an authorized user of any such credit card or the owner of any such checking account. You are responsible for payment of any applicable provincial, state, local or city sales taxes. Applicable sales taxes and shipping and handling charges will be included in the purchase.

Total Customer Satisfaction Guarantee

All sales made by Immunotec and its Consultants to Customers are backed by a 30-day product money back guarantee.

Customer Return Policy

Immunotec offers a total customer satisfaction guarantee. Customers who are not completely satisfied with the product(s) they have purchased can return all unused and unopened merchandise within 30 days from the original date of purchase, for a complete refund, less any shipping costs. Products that are returned in resaleable condition after 30 days from the date of purchase will be refunded at 90% of the original purchase price less any shipping costs (unless otherwise required by state or provincial law). Products that are being returned to Immunotec must be marked with a clearly visible Return Authorization (RA) number.

Before any product(s) can be returned to Immunotec, a RA number is required. To obtain a RA number, the Consultant must contact Immunotec's Customer Service Department and provide the sale order(s), and lot number(s) for all products being returned. Each item that is being returned to Immunotec must include a clearly visible RA number. The Customer will receive a refund once Immunotec has received the product(s) and has verified their condition. All credits will be made by the same method of payment as was used for the original order.

Items that are returned to Immunotec without a clearly visible RA number will be refused. Any costs incurred will be the responsibility of the Customer. Products are considered re-saleable if they are unused, unopened and have not surpassed the expiration date. Any products that are not considered to be in re-saleable condition will not be accepted for a refund and Immunotec will notify Customer of such non-acceptance. The Customer will then have the option of having the product(s) returned to them, at their own cost. Should the Customer not notify Immunotec in writing within ten days of Immunotec's notice of non-acceptance that it wishes to have the products returned to him or her, Immunotec will dispose of the products without any liability or compensation to the Customer.

Refunds will be issued within 15 business days of the date of return and acceptance by Immunotec.

Consultant Product Return Policy

Immunotec's Product Return Policy for Consultants is set out in the Business Guide and directs its Consultants there.