



*Effective Date: November 29 , 2016*

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The Web Sites are offered and available to users who are 13 years of age or older. By using this Website, you represent and warrant that you meet the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Web Sites.

#### 1. Description of Web Site Services

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Registration may be required to use certain portions of the Web Sites (e.g., newsletters, sweepstakes, contests, sales, etc.). In some instances, these Terms and separate end user license agreements or terms of use that set forth additional conditions may apply to a service or product offered via the Web Sites. To the extent there is a conflict between these Terms and the terms of any applicable end user license or similar agreement, the end user license or similar agreement will control, unless the additional conditions expressly state that these Terms will control. In cases where there are no additional terms or conditions stated for any such registrations, services or products, these Terms will control. Registration data and certain other information about you are subject to the Privacy Policy posted at the Web Site on which you are providing your information. Please read that Privacy Policy for information regarding how your data will be handled. By using the Web Sites, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

If you choose to provide information to the Web Sites, you agree to provide only true, accurate, current and complete information. If you create a user account, you agree to accept responsibility for all activities that occur under your account, and agree you will not sell, transfer or assign your user account. You are responsible for maintaining the confidentiality of your password, if any, and for restricting access to your Browser so that others may not access any password-protected portion of the Web Sites using your name, username or password.

### 4. Prohibited Uses

You agree that you will not use the Web Sites to:

1. Upload, post, e-mail, transmit, display, distribute, promote, or otherwise make available: (a) any material that is false, unlawful, threatening, tortious, disparaging (including disparaging of Nutramax, parents, subsidiaries or



affiliates), anything that adversely affects our business, or is abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, racist, sexually explicit, ethnically or culturally offensive, indecent, or that promotes violence, racial hatred, terrorism, or illegal acts, or is otherwise objectionable in our sole discretion; (b) information, software, or other material that violates, plagiarizes, misappropriates or infringes the rights of third parties including, without limitation, copyright, trademark, patent, trade secret, rights of privacy or publicity or any other proprietary right; (c) material of any kind that contains or links to malware including, without limitation, to viruses, Trojan horses, time bombs, worms, spyware or bots; (d) information or material of any kind that constitutes or contains false or misleading indications of origin or statements of fact, including, without limitation, by forging any TCP/IP packet header, any part of the header information in any transmission to the Web Sites, or otherwise manipulating identifiers to disguise the origin of any content transmitted to or from the Web Sites; or (e) any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," requests for money, petitions for signature, or any other form of solicitation;

2. Encourage, promote, solicit or commit conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, federal or international law or otherwise make available any material that exploits or harms any individual, corporation or other entity;
3. Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing);
4. Disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Web Sites are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in communication on the Web Sites;
5. Stalk, abuse, sexually exploit, violently exploit, act violently toward or otherwise harass another user;
6. Use or attempt to use another's information, account, password, service or system except as expressly permitted by that person;
7. Solicit or collect personal data including telephone numbers, addresses, last names, or email addresses, about other users.

Additionally, you agree not to use the Website:

1. In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
2. For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise;



3. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Web Sites, or which, as determined by us, may harm Nutramax or users of the Web Sites or expose them to liability;
4. In any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Web Sites, including their ability to engage in real time activities through the Website;
5. To employ any robot, spider or other automatic device, process or means to access the Web Sites for any purpose, including monitoring or copying any of the material on the Web Sites;
6. To use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent;
7. To use any device, software or routine that interferes with the proper working of the Web Sites;
8. To introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;
9. To attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Web Sites, the server on which the Web Sites are stored, or any server, computer or database connected to the Web Sites;
10. To attack the Web Sites via a denial-of-service attack or a distributed denial-of-service attack;
11. To otherwise attempt to interfere with the proper working of the Web Sites.

You represent, warrant and agree that you will comply with the above acceptable use policy.

#### 5. Linking Policy

We permit non-defamatory and non-disparaging links to the Web Sites that are fair and legal and do not damage our reputation or take advantage of it, but only if all of the following conditions are met: (i) unless we provide advance, written approval, it is clear in the text associated with the link that Nutramax Laboratories Consumer Care, Inc. has not endorsed the owner of the referring web site, the contents of the referring page, and that any statements made therein, particularly about the efficacy or use of Nutramax's' products, have not been reviewed or approved by Nutramax; (ii) no use is made of Nutramax trademarks except that the Nutramax's word marks may be used solely to identify genuine Nutramax Laboratories Consumer Care, Inc. products if appropriate attribution is provided immediately accompanying the word mark (e.g., "Cosamin® is a registered trademark of Nutramax Laboratories, Inc."); (iii) the linking does not frame or create a browser or border environment around any of the Information; (iv) the referring web site does not present false information about Nutramax or its products or services; (v) the referring web site does not contain content that could be construed as distasteful or offensive; and (vi) the links on the referring web site are established by owners of the referring web site. Notwithstanding anything to the contrary contained in these



Terms, we reserve the right to deny permission to link to the Web Sites for any or no reason. Additionally, you agree to cooperate with us in causing any unauthorized framing or linking immediately to cease.

#### 6. Links To Other Web Sites

The Web Sites may contain hyperlinks to other web sites ("Other Sites"). If you use the hyperlinks to access these Other Sites, you will leave the Web Sites and your browser will be re-directed to the Other Sites. The Other Sites may have their own terms of use and privacy policies and may have different practices and requirements than the Web Sites. Nutramax does not have knowledge of, and is not responsible for, content provided by any Other Site. Nutramax has no control over the contents of those Other Sites, and accepts no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the Other Sites inked to this Web Site, you do so entirely at your own risk and subject to the terms and conditions of use for such Other Sites. Accordingly, Nutramax does not warrant or make any representation regarding the legality, accuracy, or authenticity of content presented on Other Sites. The hyperlinks to Other Sites do not constitute an endorsement by Nutramax of any Other Sites or their content.

#### 7. Promotions

The Web Sites may contain or offer sweepstakes, contests or other promotions, which may be governed by a separate set of rules that describe the sweepstakes, contest or promotion and may have eligibility requirements, such as certain age or geographic area restrictions. It is your responsibility to read those rules to determine whether or not your participation, registration or entry will be valid or restricted, and to determine the sponsor's requirements of you in connection with the applicable sweepstakes, contest or promotion.

#### 8. Copyrights and Copyright Agents

If you believe that your work has been copied on the Web Sites in a way that constitutes copyright infringement, please provide Nutramax's copyright agent the following information required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. § 512: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (c) identification of the material that is claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit us to locate the



material; (d) information reasonably sufficient to permit us to contact the complaining party; (e) a statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Nutramax's copyright agent for notice of claims of copyright infringement on or regarding the Web Sites can be reached as follows:

By email:

Attn: Brett Corbly

General Counsel

[bcorbly@nutramaxlabs.com](mailto:bcorbly@nutramaxlabs.com)

By mail: Nutramax Laboratories Consumer Care, Inc.

Legal Department

946 Quality Drive

Lancaster, SC 29720

1-855-669-7266 [phone]

1-803-283-3073 [fax]

NOTE: This contact information is for inquiries regarding potential copyright infringement only.

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We may provide information concerning certain scientific matters related to our products, but neither this information nor any other Information on the Web Sites constitute medical advice for the diagnosis or treatment of humans or animals. Nutramax does not make claims that any of its products are intended for the diagnosis, treatment, mitigation, cure or prevention of disease. Unless otherwise noted, none of our products have been evaluated, reviewed, or approved by the United States Food and Drug Administration.

If you contact us via the Web Sites, we do not guarantee a response. However, if we do respond, our response does not constitute a diagnosis or a recommendation for a treatment and you should always contact your health care professional before taking any medical steps.

Additionally, if you are a Medical Doctor, you should not base your opinion solely or primarily upon information obtained from the Web Sites.



All responses to questions provided by us are provided "as is" and without warranty of any kind. You should not rely upon any Information provided by us or any information that may be provided by a third party on the Web Sites for the purposes of medical treatment or otherwise. Nutramax assumes no responsibility whatsoever for any erroneous advice or other information provided on the Web Sites, whether provided by us or a third party.

We do not undertake any duty to monitor or update the statements made by us or third parties on the Web Sites (and any monitoring that is done is solely for our own business purposes and not as any duty undertaken for the protection of you or other users). You agree not to sue or make any claim of any kind against us, our employees or agents, or against any third party who has provided information.

#### 10. Third Party Information

Third parties may provide some of the information on the Web Sites ("Third Party Information"). You should be aware that Third Party Information might contain errors, omissions, inaccuracies, be outdated, or contain inadequacies and that the Third Party Information may be subject to terms and conditions, which may be found on the Web Sites or in the documents and policies of third parties. We make no representations or warranties as to the completeness, accuracy, adequacy, currency or reliability of any Third Party Information and will not be liable for any lack of the foregoing. Third party advertisers may offer goods, services and other materials to you on the Web Sites. Your correspondence and business dealings with others found on or through the Web Sites including, without limitation, the payment and delivery of products and services, and any terms, conditions, warranties and representations associated with such dealings, are solely between you and the advertiser. You agree that Nutramax will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or the offering of such products, services, and other Third Party Information on the Web Sites.

Descriptions of, or references to, products, services or publications within the Web Sites do not imply endorsement of that product, service or publication.

#### 11. Information You Submit

The Web Sites may contain functionality through which you can upload or otherwise submit information, data, software, messages, photographs, audio, video, text and other materials to the Web Sites ("Submissions"). For example, the Web Sites may offer forums, bulletin boards, wikis, chat rooms or other interactive areas ("User Forums"). Nutramax, its parents, subsidiaries or affiliates and the directors, officers, employees, and other representatives of each of them do not endorse the content posted in User Forums. Nutramax reserves the right, but





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YOUR ACCESS TO AND USE OF THIS WEB SITE IS AT YOUR RISK. IF YOU ARE DISSATISFIED WITH THE WEB SITE OR ANY OF THE CONTENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE WEB SITE OR THE INFORMATION.

YOU RECOGNIZE AND CONFIRM THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF NUTRAMAX'S ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEB SITE, PROPERTY OR PRODUCT, OWNED OR CONTROLLED BY NUTRAMAX AND/OR ITS PARENTS, SUBSIDIARIES, AND/OR AFFILIATES OR YOUR SUBMISSIONS, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT OR EXPLOITATION OF ANY NUTRAMAX WEB SITE OR YOUR SUBMISSIONS OR ANY AND ALL ACTIVITIES OR ACTIONS RELATED THERETO.



ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEB SITES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

#### 14. Indemnity

You agree to defend, indemnify and hold harmless the Nutramax Entities and Individuals for any and all costs, claims, demands, investigations, liabilities, losses, damages, judgments, settlements, costs and expenses, including attorneys' fees arising out of or in connection with these Terms, including, without limitation: (a) your use of the Web Sites; (b) your violation of these Terms or any law, rule or regulation; (c) your use of the Information; or (d) any of your Submissions. You will cooperate as fully and reasonably as required by Nutramax in the defense of any claim. Notwithstanding the foregoing, Nutramax retains the exclusive right to settle, compromise and pay any and all claims, demands, proceedings, suits, actions or causes of actions which are brought against Nutramax herein under the terms and provisions of this Section 14 and in no event will you settle any such claim without Nutramax's prior written approval.

#### 15. Governing Law, Jurisdiction and Venue, Geographic Restrictions

This Agreement will be governed by and construed under the laws of the State of South Carolina, without reference to its conflict of law principles. The parties agree to submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in Lancaster County, South Carolina in any action to enforce (or otherwise arising from or relating to) this Agreement. The owner of the Web Sites is based in the state of South Carolina in the United States. We provide the Web Sites for use only by persons located in the United States. We make no claims that the Web Sites or any of the contents are accessible or appropriate outside of the United States. Access to the Web Sites may not be legal by certain persons or in certain countries. If you access the Web Sites from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

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#### 17. Termination

You understand and agree that Nutramax will determine your compliance with these Terms in its sole discretion. Nutramax reserves the right to deny access to all or part of the Web Sites and to deny access to any person in its sole discretion without notice or liability of any kind. Any violation of these Terms may be referred to law enforcement authorities. Upon termination of your user account or access to the Web Site, or upon demand by Nutramax, you must destroy all Information obtained from this Web Site and all related documentation.

If you have questions or comments regarding these legal terms, you may reach us by telephone at 877-267-2646 or by visiting the [Contact Us](#) page.