

Daily health tune Terms of Use for <https://www.dailyhealthtune.com/>

Welcome to the Daily health tune ("DAILYHEALTHTUNE" or "we" or "us") website located at <https://www.dailyhealthtuneon.com> and other affiliated websites and mobile applications (the "Website").

PLEASE REVIEW THE FOLLOWING TERMS AND CONDITIONS CONCERNING YOUR USE OF AND ACCESS TO THE WEBSITE. BY ACCESSING, USING AND/OR DOWNLOADING ANY MATERIALS OR CONTENT FROM THE WEBSITE, YOU AGREE TO FOLLOW AND BE BOUND BY THESE TERMS AND CONDITIONS (THESE "TERMS" OR THIS "AGREEMENT"). IF YOU DO NOT AGREE WITH THESE TERMS, YOU MAY NOT USE THE WEBSITE.

THESE TERMS OF USE PROVIDE THAT ALL DISPUTES BETWEEN YOU AND DAILYHEALTHTUNE WILL BE RESOLVED BY BINDING ARBITRATION. ACCORDINGLY, YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT (INCLUDING IN A CLASS ACTION) TO ASSERT OR DEFEND YOUR RIGHTS UNDER THESE TERMS OF USE (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT). YOUR RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY AND YOUR CLAIMS CANNOT BE BROUGHT AS A CLASS ACTION. PLEASE REVIEW THE SECTION BELOW TITLED DISPUTE RESOLUTION; ARBITRATION AGREEMENT FOR THE DETAILS REGARDING YOUR AGREEMENT TO ARBITRATE ANY DISPUTES WITH DAILYHEALTHTUNE.

GENERAL PROVISIONS

Products, Content, Specifications and Accuracy of Information: We attempt to ensure that information on this Website is complete, accurate and current. Despite our efforts, the information on this Website may be inaccurate, incomplete or out of date. We make no representation as to the completeness, accuracy or currentness of any information on this Website. All features, content, specifications, products, colors and prices of products and services described or depicted on this Website are subject to change at any time without notice. Certain measurements and similar descriptions are approximate and are provided for convenience purposes only. We make all reasonable efforts to accurately display the attributes of our products, including the applicable colors. The actual color you see, however, will depend on your computer system and we cannot guarantee that your computer will accurately display such colors. The inclusion of any products or services in this Website at a particular time does not imply or warrant that those products or services will be available at any time. While it is our practice to confirm orders by email, the receipt of an email order confirmation does not constitute our acceptance of an order or our confirmation of an offer to sell a product or service. We reserve the right, without prior notice and in our sole and absolute discretion, to limit the order quantity on any product or service, to refuse service to any customer and/or to refuse access to the Website by any visitor or customer. We also may require verification of information prior to the acceptance and/or shipment of any order.

GENERAL USE PROVISIONS

All materials provided on the Website, including but not limited to information, documents, products, logos, graphics, sounds, images, compilations, content and services ("Materials" or "Content"), are provided either by DAILYHEALTHTUNE or by respective third party authors, developers or vendors ("Third Party Providers") and are the copyrighted works of DAILYHEALTHTUNE and/or its Third Party Providers (or is permitted/licensed to be used by Third Party Providers), unless specifically provided otherwise. Except as stated herein, none of the Materials may be modified, copied, printed, reproduced, distributed, republished, performed, downloaded, displayed, posted, transmitted and/or otherwise used in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means, without the prior express written permission of DAILYHEALTHTUNE and/or a Third Party Provider. Also, you may not "mirror" or "archive" any Materials contained on the Website on any other server without DAILYHEALTHTUNE's prior express written permission.

Except where expressly provided otherwise by DAILYHEALTHTUNE, nothing on the Website shall be construed to confer any license or ownership right in or to the Materials, under any of DAILYHEALTHTUNE's intellectual property rights, whether by estoppel, implication, or otherwise. You acknowledge sole responsibility for obtaining any such licenses. See the "Contact Information" section below if you have any questions about obtaining such licenses. Materials provided by Third Party Providers have not been independently reviewed, tested, certified, or authenticated in whole or in part by DAILYHEALTHTUNE. DAILYHEALTHTUNE does not provide, sell, license, or lease any of the Materials other than those specifically identified as being provided by DAILYHEALTHTUNE.

Any unauthorized use of any Materials contained on the Website may violate copyright laws, trademark laws, the laws of privacy and publicity, and/or communications regulations and statutes. It is your obligation to comply with all applicable state, federal and international laws. You are responsible for maintaining the confidentiality of your account information and password and for restricting access to such information and to your computer. You agree to accept responsibility for all activities that occur under your account or password.

Termination: You or we may suspend or terminate your account or your use of this Website at any time, for any reason or for no reason. You are personally liable for any orders that you place or charges that you incur prior to termination. We reserve the right to change, suspend, or discontinue all or any aspect of this Website at any time without notice.

LINKS TO THIRD PARTY SITES

The Website may contain links or have references to websites controlled by parties other than DAILYHEALTHTUNE. DAILYHEALTHTUNE is not responsible for and does not endorse or accept any responsibility for the contents or use of these third party websites. DAILYHEALTHTUNE is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by DAILYHEALTHTUNE of the linked website and/or the content and materials found at the linked website, except as specifically stated otherwise by DAILYHEALTHTUNE. It is your responsibility to take precautions to ensure that whatever you select for your use is free of viruses or other items of an intrusive nature.

SUBMISSIONS

Except where expressly provided otherwise by DAILYHEALTHTUNE, all comments, feedback, information and data submitted to DAILYHEALTHTUNE through, in association with or in regard to the Website and/or any other DAILYHEALTHTUNE goods or services ("Submissions") shall be considered non-confidential and DAILYHEALTHTUNE's property. This may not include copyright ownership of images which you may upload, but does include an express license to use said images in any method DAILYHEALTHTUNE sees fit and make compilations and derivative works thereof in all media now known or hereafter devised. Except as expressly enumerated in the preceding sentence, by providing such Submissions to DAILYHEALTHTUNE, you agree to assign to DAILYHEALTHTUNE, as consideration in exchange for the use of the Website, all worldwide rights, title and interest in copyrights and other intellectual property rights to the Submissions. You represent that you have the right to grant DAILYHEALTHTUNE these rights. DAILYHEALTHTUNE shall be free to use and/or disseminate such Submissions on an unrestricted basis for any purpose. You acknowledge that you are responsible for the Submissions that you provide, and that you, not DAILYHEALTHTUNE, have full responsibility for the Submissions, including their legality, reliability, appropriateness, originality and copyright.

You will not post any Submission that (a) is defamatory, abusive, harassing, threatening, or an invasion of a right of privacy of another person; (b) bigoted, hateful, or racially or otherwise offensive; (c) is violent,

vulgar, obscene, pornographic or otherwise sexually explicit; or (d) otherwise harms or can reasonably be expected to harm any person or entity

DAILYHEALTHTUNE reserves the right, but disclaims any obligation or responsibility, to (a) refuse to post or communicate or remove any Submission from any DAILYHEALTHTUNE site that violates these Terms of Use and (b) identify any user to third parties, and/or disclose to third parties any Submission or personally identifiable information, when we believe in good faith that such identification or disclosure will either (i) facilitate compliance with laws, including, for example, compliance with a court order or subpoena, or (ii) help to enforce these Terms of Use and/or protect the safety or security of any person or property, including any DAILYHEALTHTUNE site. Moreover, we retain all rights to remove Submissions at any time for any reason or no reason whatsoever.

CHILDREN BETWEEN 13 AND 18

DAILYHEALTHTUNE does not accept Submissions from persons under the age of 13 ("Child" or "Children"). If you 13 or over but under 18, you must have your parent or legal guardian set up your account and have them agree to these terms. If you are 13 or over but under 18, your parent or legal guardian's consent to these terms is ongoing and they hereby warrant that they will review these terms for changes, and if any occur, that they will be amenable thereto until you reach age 18, at which point you hereby give your consent to these terms. Furthermore, to the extent any user 13 or over but under the age of 18 makes a Submission of copyrighted materials heretofore, their parent or legal guardian hereby grants DAILYHEALTHTUNE all rights to utilize the copyright and image / likeness embodied therein as further enumerated in this Agreement.

All Submissions must be true, and in accordance with the rights of privacy and publicity and all federal, state and international law. You may not upload an image or any likeness of another without their consent (or the consent of their parent or guardian if they are 13 or over but under the age of 18). If you do so, DAILYHEALTHTUNE reserves the right to cancel or suspend your account. Furthermore, DAILYHEALTHTUNE reserves the right to cancel or suspend your account, if in its sole discretion; it believes you are using DAILYHEALTHTUNE for improper purposes, or any purpose inconsistent with its business.

LIMITATION OF LIABILITY

TO THE EXTENT ALLOWED BY LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF DAILYHEALTHTUNE EXCEED \$1,000.00. IN NO EVENT SHALL DAILYHEALTHTUNE OR THE THIRD PARTY PROVIDERS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY DAMAGES TO YOUR COMPUTER, TELECOMMUNICATION EQUIPMENT, OR OTHER PROPERTY AND/OR FOR LOSS OF DATA, CONTENT, IMAGES, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE ACCESSING OR USE OF, OR INABILITY TO USE, THE WEBSITE AND THE SERVICES ASSOCIATED THEREWITH INCLUDING BUT NOT LIMITED TO THE DOWNLOADING OF ANY MATERIALS, REGARDLESS OF CAUSE, WHETHER IN AN ACTION IN CONTRACT OR NEGLIGENCE OR OTHER TORTIOUS ACTION, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR THE THIRD PARTY PROVIDER HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY IN THE EVENT OF YOUR BREACH, OR RELATED TO YOUR INDEMNITY

OBLIGATIONS. THIS PARAGRAPH SHALL NOT AFFECT THE RIGHTS LISTED BELOW IN THE SECTION TITLED "INDEMNITIES".

LICENSES FROM DAILYHEALTHTUNE

You are being granted solely a revocable, limited license, in compliance with these terms. LICENSES FROM YOU You grant to DAILYHEALTHTUNE and its Third Party Providers the non-exclusive, worldwide right to use, copy, transmit and display any data, information, Content or other Materials, provided to DAILYHEALTHTUNE by you in the course of accessing and/or using the Website. Notwithstanding the foregoing, DAILYHEALTHTUNE's obligations regarding identification and other information concerning your personal information shall be governed by the terms of the Privacy Policy available at https://www.dailyhealthtune.com/wp-content/uploads/2018/10/Privacy_Policy_dailyhealthtune.pdf The terms of the Privacy Policy are expressly incorporated herein as though set forth in full.

BILLING AND PAYMENT

To the extent you purchase any goods and/or services from DAILYHEALTHTUNE, you agree to pay for all goods and services ordered from DAILYHEALTHTUNE and/or its Third Party Providers except as set forth in a writing signed by an authorized representative of DAILYHEALTHTUNE. You will provide DAILYHEALTHTUNE with valid and updated credit card or approved purchase order information and with DAILYHEALTHTUNE and accurate billing and contact information. If you provide credit card or other authorized payment method information to DAILYHEALTHTUNE, you authorize DAILYHEALTHTUNE, or a credit card processor of its choosing to bill such credit card or to make such charges as applicable. If DAILYHEALTHTUNE, in its sole and absolute discretion, permits you to make payment using a method other than a credit card or other authorized payment method, DAILYHEALTHTUNE will invoice you at, or within a reasonable period of the purchase request. All amounts invoiced hereunder shall be due within thirty (30) days of the date of the invoice.

REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that it has the power and authority to enter into this Agreement. DAILYHEALTHTUNE warrants that it will provide the Website and all goods and services in a manner consistent with its business practices, as DAILYHEALTHTUNE, in its sole and absolute discretion, deems fit. To the extent that you represent an entity of any type or any individual besides yourself, you represent and warrant that you have the proper authority to enter into this Agreement on their behalf.

DISCLAIMER OF WARRANTIES

EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE BY DAILYHEALTHTUNE, THE MATERIALS ON THE WEBSITE ARE PROVIDED "AS IS," AND ARE FOR USE AS CONTRACTED HEREIN. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, DAILYHEALTHTUNE AND ITS THIRD PARTY PROVIDERS HEREBY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTIES, AND CONDITIONS WITH REGARD TO THE WEBSITE, THE MATERIALS, AND THE GOODS AND SERVICES ASSOCIATED THEREWITH INCLUDING BUT NOT LIMITED TO ANY IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTIES, AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT,

AND QUALITY OF GOODS AND SERVICES EXCEPT TO THE EXTENT THAT SUCH DISCLAIMERS ARE HELD TO BE LEGALLY INVALID. DAILYHEALTHTUNE AND ITS THIRD PARTY PROVIDERS MAKE NO REPRESENTATIONS, GUARANTIES OR WARRANTIES REGARDING THE RELIABILITY, AVAILABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF THE WEBSITE AND THE GOODS, SERVICES AND/OR MATERIALS ASSOCIATED WITH THE WEBSITE, OR THE RESULTS YOU MAY OBTAIN BY ACCESSING OR USING THE WEBSITE AND/OR THE GOODS, SERVICES AND/OR MATERIALS ASSOCIATED THEREWITH. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DAILYHEALTHTUNE AND ITS THIRD PARTY PROVIDERS DO NOT REPRESENT OR WARRANT THAT (A) THE OPERATION OR USE OF THE WEBSITE OR MATERIALS WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE; (B) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL YOU PURCHASE OR OBTAIN THROUGH THE WEBSITE WILL MEET YOUR REQUIREMENTS; OR (C) THE GOODS, SERVICES, MATERIALS, OR THE SYSTEMS THAT MAKE THE SERVICES AND WEBSITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT NEITHER DAILYHEALTHTUNE NOR ITS THIRD PARTY PROVIDERS CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE WEBSITE AND SERVICES AND/OR MATERIALS ASSOCIATED THEREWITH MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. DAILYHEALTHTUNE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE BY DAILYHEALTHTUNE, THE WEBSITE AND THE GOODS, SERVICES AND/OR MATERIALS ASSOCIATED THEREWITH ARE PROVIDED TO YOU ON AN "AS IS" BASIS. DAILYHEALTHTUNE EXPRESSLY DISCLAIMS ANY WARRANTY RELATED TO THE QUALITY OF GOODS AND/OR SERVICES AND THE PERSONS OR BUSINESSES REFERENCED ON THE WEBSITE. YOU USE THIRD PARTY PROVIDERS AND AFFILIATED SERVICES AT YOUR PERIL AND ASSUME ALL RISKS RELATED TO USE OF SAID THIRD PARTY PROVIDERS AND SERVICES.

INDEMNITIES

You shall defend and indemnify DAILYHEALTHTUNE and its Third Party Providers against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) finally awarded against DAILYHEALTHTUNE or its Third Party Providers by a court of competent jurisdiction arising out of or in connection with a claim by a third party related to you. DAILYHEALTHTUNE shall have no indemnification obligation or other liability for any claim of infringement arising from (a) use of the Website and/or the goods, services or Materials associated with the Website other than in accordance with this Agreement; (b) the combination of the Website and/or the goods, services or Materials associated with the Website with any other products, services, or materials; or (c) any third party products, services, or materials.

YOUR RESPONSIBILITIES

You will comply with all applicable local, state, national and foreign laws, treaties, regulations and conventions in connection with your use of the Website, including without limitation those related to data privacy, international communications, and the exportation of technical or personal data from locations other than the location from which DAILYHEALTHTUNE controls and operates the Website and services associated therewith. Furthermore, you expressly agree not to violate any rights of publicity or privacy of any person, nor defame any person or entity.

NOTICES

DAILYHEALTHTUNE may give notice by means of a general notice on the Website, electronic mail to your e-mail address on record in DAILYHEALTHTUNE's account information, or by written communication sent by first class mail or pre-paid post to your address on record in DAILYHEALTHTUNE's account information. You may give notice to DAILYHEALTHTUNE at any time by email

All notices shall be deemed to have been given four days after mailing or 36 hours after sending by confirmed facsimile, email or posting to the Website. Furthermore, DAILYHEALTHTUNE complies with the Digital Millennium Copyright Act ("DMCA"). Any notices given pursuant to the DMCA shall be given to DAILYHEALTHTUNE's designated agent via email at admin@dailyhealthtune.com.

DISPUTE RESOLUTION; ARBITRATION AGREEMENT.

We will work in good faith to resolve any issue you have with the Website, if you bring that issue to the attention of our customer service department. However, we realize that there may be rare cases where we may not be able to resolve an issue to a customer's satisfaction. In the interest of resolving disputes between you and DAILYHEALTHTUNE in the most expedient and cost effective manner, you and DAILYHEALTHTUNE agree that ALL disputes arising out of or related to these Terms and/or your use of any of DAILYHEALTHTUNE's products, whether based in tort, statute, fraud, contract, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these terms, will be resolved through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury. Arbitration is more informal than bringing a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and is subject to very limited review by courts. Arbitration allows for more limited discovery than in court, however, we agree to cooperate with each other to agree to reasonable discovery in light of the issues involved and amount of the claim. Arbitrators can award the same damages and relief that a court can award, but in so doing, the arbitrator shall apply substantive law regarding damages as if the matter had been brought in court, including without limitation, the law on punitive damages as applied by the United States Supreme Court. This arbitration provision shall survive termination of these Terms and any other contractual relationship between you and DAILYHEALTHTUNE. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND DAILYHEALTHTUNE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

Exceptions to Arbitration Agreement. Notwithstanding the paragraph above, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if such an action is available; (c) seek injunctive relief in a court of law; or (d) to file suit in a court of law to address an intellectual property infringement claim.

Arbitration Process. If you desire to assert a claim against DAILYHEALTHTUNE, and you therefore elect to seek arbitration, you must first send to DAILYHEALTHTUNE, by certified mail, a written Notice of your claim ("Notice"). The Notice to DAILYHEALTHTUNE should be addressed to: admin@dailyhealthtune.com If DAILYHEALTHTUNE desires to assert a claim against you and therefore elects to seek arbitration, it will send, by certified mail, a written Notice to the most recent address we have on file or otherwise in our records for you. A Notice, whether sent by you or by DAILYHEALTHTUNE, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If DAILYHEALTHTUNE and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or DAILYHEALTHTUNE may commence an arbitration proceeding or file a claim in small claims court. During the arbitration, the amount of any settlement offer made by DAILYHEALTHTUNE or you shall not be disclosed to the arbitrator. You may download or copy a form Notice and a form to initiate arbitration from the American Arbitration Association ("AAA") at www.adr.org. If you are required to pay a filing fee, after DAILYHEALTHTUNE receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for more

than US \$10,000. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association, as modified by these Terms, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by requesting them from us by writing to us at the Notice Address. The arbitrator is bound by the terms of these Terms. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of these Terms, including this arbitration agreement. Any arbitration hearing will take place at a location to be agreed upon in Los Angeles County, California, but if the claim is for \$10,000 or less, you may choose whether the arbitration hearing will be conducted as established by the AAA Rules in the county (or parish) of your billing address. (If you reside outside of the United States, any arbitration hearings will take place in your country of residence at a location reasonably convenient to you, but will remain subject to the AAA Rules including the AAA rules regarding the selection of an arbitrator). If your claim is for US \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of DAILYHEALTHTUNE's last written settlement offer made before an arbitrator was selected (or if DAILYHEALTHTUNE did not make a settlement offer before an arbitrator was selected), then DAILYHEALTHTUNE will pay you the amount of the award or US \$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. Each party shall pay for its own costs and attorneys' fees, if any. However, if any party prevails on a statutory claim that affords the prevailing party attorneys' fees, or if there is a written agreement providing for payment or recovery attorneys' fees, the arbitrator may award reasonable fees to the prevailing party, under the standards for fee shifting provided by law.

No Class Actions. YOU AND DAILYHEALTHTUNE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and DAILYHEALTHTUNE agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If this specific provision is found to be unenforceable, then (a) the entirety of this arbitration provision shall be null and void, but the remaining provisions of these Terms shall remain in full force and effect; and (b) exclusive jurisdiction and venue for any claims will be in state or federal courts in Los Angeles, California.

MISCELLANEOUS PROVISIONS

This Agreement represents the parties' entire understanding relating to the use of the Website and supersedes any prior or contemporaneous, conflicting or additional, communications. DAILYHEALTHTUNE reserves the right to change these Terms or its policies relating to the Website at any time and from time to time, and such changes will be effective upon being posted herein. You should visit this page from time to time to review the then current Terms because they are binding on you. Certain provisions of these Terms may be superseded by expressly designated legal notices or terms located on particular pages of the Website, which may be posted from time to time. Your continued use of the Website after any such changes and/or postings shall constitute your consent to such changes. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between DAILYHEALTHTUNE and you as a result of these Terms or use of the Website. You may not assign this Agreement without the prior written approval of DAILYHEALTHTUNE. Any purported assignment in violation of this section shall be void. DAILYHEALTHTUNE reserves the right to use Third

Party Providers in the provision of the Website and/or the goods, service and/or Materials associated therewith. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. In the event of any litigation of any controversy or dispute arising out of or in connection with this Agreement, its interpretation, its performance, or the like, the prevailing party shall be awarded reasonable attorneys' fees and expenses, court costs, and reasonable costs for expert and other witnesses attributable to the prosecution or defense of that controversy or dispute. Any and all rights not expressly granted herein are reserved by DAILYHEALTHTUNE.

INTELLECTUAL PROPERTY NOTICES

Elements of the Website are protected by copyright, trademark, trade dress and other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound or image from the Website may be copied or retransmitted unless expressly permitted by DAILYHEALTHTUNE. The DAILYHEALTHTUNE trademark and/or other identifiers referenced herein are trademarks of DAILYHEALTHTUNE and/or its affiliates, and may be registered in certain jurisdictions. Copyright © 2017 Dailyhealthtune . All rights reserved.

CONTACT INFORMATION

If you have any questions about these Terms, or if you would like to request permission to use any Materials, please contact us (refer to the Contact information located at the bottom of our website homepage).