TERMS & PRIVACY POLICY

The following TERMS OF USE and PRIVACY POLICY are subject to change at any time and at the sole discretion of the Site owner and operator. Please visit the site regularly for updates.

Your privacy is very important to us. We want to make your experience on the Internet as enjoyable and rewarding as possible, and we want you to use the Internet's vast array of information, tools, and opportunities with complete confidence.

The following Privacy Policy governs the online information collection practices of Vivaa Integrative Health and www.Vivaaintegrativehealth.com and associated sites (collectively the "Sites"). Specifically, it outlines the types of information that we gather about you while you are using the Sites, and the ways in which we use this information. This Privacy Policy, including our children's privacy statement, does not apply to any information you may provide to us or that we may collect offline and/or through other means (for example, at a live event, via telephone, or through the mail).

Please read this Privacy Policy carefully. By visiting and using the Sites, you agree that your use of our Sites, and any dispute over privacy, is governed by this Privacy Policy. Because the Web is an evolving medium, we may need to change our Privacy Policy at some point in the future, in which case we'll post the changes to this Privacy Policy on this website and update the Effective Date of the policy to reflect the date of the changes. By continuing to use the Sites after we post any such changes, you accept the Privacy Policy as modified.

HOW WE COLLECT AND USE INFORMATION?

We may collect and store personal or other information that you voluntarily supply to us online while using the Sites (e.g., while on the Sites or in responding via email to a feature provided on the Sites). The Sites only contact individuals who specifically request that we do so or in the event that they have signed up to receive our messaging, attended one of our events, or have purchased one of our products. The Sites collect personally identifying information from our users during online registration and online purchasing. Generally, this information includes name and e-mail address for registration or opt-in purposes and name, postal address, and credit card information when registering for our events or purchasing our products. All of this information is provided to us by you. We also collect and store information that is generated automatically as you navigate online through the Sites. For example, we may collect information about your computer's connection to the Internet, which allows us, among other things, to improve the delivery of our web pages to you and to measure traffic on the Sites. We also may use a standard feature found in browser software called a "cookie" to enhance your experience with the Sites. Cookies are small files that your web browser places on your hard drive for record-keeping purposes. By showing how and when visitors use the Sites, cookies help us deliver advertisements, identify how many

unique users visit us, and track user trends and patterns. They also prevent you from having to reenter your preferences on certain areas of the Sites where you may have entered preference information before. The Sites also may use web beacons (single-pixel graphic files also known as "Transparent GIFs") to access cookies and to count users who visit the Sites or open HTML-formatted email messages. We use the information we collect from you while you are using the Sites in a variety of ways, including using the information to customize features; advertising that appear on the Sites; and, making other offers available to you via email, direct mail or otherwise. We also may provide your information to third parties, such as service providers contractors and third-party publishers and advertisers for a variety of purposes. Unless you inform us in accordance with the process described below, we reserve the right to use, and to disclose to third parties, all of the information collected from and about you while you are using the Sites in any way and for any purpose, such as to enable us or a third party to provide you with information about products and services. If you do not wish your information to be used for these purposes, you must send a letter to the Online Privacy Coordinator whose address is listed at the end of this Privacy Policy requesting to be taken off any lists of information that may be used for these purposes or that may be given or sold to third-parties. Please keep in mind that whenever you voluntarily make your personal information available for viewing by third parties online – for example on message boards, web logs, through email, or in chat areas – that information can be seen, collected and used by others besides us. We cannot be responsible for any unauthorized third-party use of such information. Some of our third-party advertisers and ad servers that place and present advertising on the Sites also may collect information from you via cookies, web beacons or similar technologies. These third-party advertisers and ad servers may use the information they collect to help present their advertisements, to help measure and research the advertisements' effectiveness, or for other purposes. The use and collection of your information by these third-party advertisers and ad servers is governed by the relevant third-party's privacy policy and is not covered by our Privacy Policy. Indeed, the privacy policies of these third-party advertisers and ad servers may be different from ours. If you have any concerns about a third party's use of cookies or web beacons or use of your information, you should visit that party's website and review its privacy policy. The Sites also includes links to other websites and provides access to products and services offered by third parties, whose privacy policies we do not control. When you access another website or purchase third-party products or services through the Sites, use of any information you provide is governed by the privacy policy of the operator of the site you are visiting or the provider of such products or services. We may also make some content, products and services available through our Sites or by emailing messages to you through cooperative relationships with third-party providers, where the brands of our provider partner appear on the Sites in connection with such content, products and/or services. We may share with our provider partner any information you provide, or that is collected, in the course of visiting any pages that are made available in cooperation with our provider partner. In some cases, the provider partner may collect information from you directly, in which cases the privacy policy of our provider partner may apply to the provider partner's use of your information. The privacy policy of our provider partners may differ from ours. If you have any questions regarding the privacy policy of one of our provider partners, you should contact the provider partner directly for

more information. Be aware that we may occasionally release information about our visitors when release is appropriate to comply with law or to protect the rights, property or safety of users of the Sites or the public.

Please also note that as our business grows, we may buy or sell various assets. In the unlikely event that we sell some or all of our assets, or one or more of our webs is acquired by another company, information about our users may be among the transferred assets.

GOOGLE ANALYTICS

We also use Google Analytics Advertiser Features to optimize our business. Advertiser features include: Remarketing with Google Analytics Google Display Network Impression Reporting DoubleClick Platform integrations Google Analytics Demographics and Interest Reporting By enabling these Google Analytics Display features, we are required to notify our visitors by disclosing the use of these features and that we and third-party vendors use first-party cookies (such as the Google Analytics cookie) or other first-party identifiers, and third-party cookies (such as the DoubleClick cookie) or other third-party identifiers together to gather data about your activities on our Site. Among other uses, this allows us to contact you if you begin to fill out our check-out form but abandon it before completion with an email reminding you to complete your order. The "Remarketing" feature allows us to reach people who previously visited our Site, and match the right audience with the right advertising message. You can opt out of Google's use of cookies by visiting Google's ad settings and/or you may opt out of a third-party vendor's use of cookies by visiting the Network Advertising Initiative opt-out page.

FACEBOOK

As advertisers on Facebook and through our Facebook page, we, (not Facebook) may collect content or information from a Facebook user and such information may be used in the same manner specified in this Privacy Policy. You consent to our collection of such information. We abide by Facebook's Data Use Restrictions. Any ad data collected, received or derived from our Facebook ad ("Facebook advertising data") is only shared with someone acting on our behalf, such as our service provider. We are responsible for ensuring that our service providers protect any Facebook advertising data or any other information obtained from us, limit our use of all of that information, and keep it confidential and secure. We do not use Facebook advertising data for any purpose (including retargeting, commingling data across multiple advertisers' campaigns, or allowing piggybacking or redirecting with tags), except on an aggregate and anonymous basis (unless authorized by Facebook) and only to assess the performance and effectiveness of our Facebook advertising campaigns. We do not use Facebook advertising data, including the targeting criteria for a Facebook ad, to build, append to, edit, influence, or augment user profiles, including profiles associated with any mobile device identifier or other unique identifier that identifies any particular user, browser, computer or device. We do not transfer any Facebook advertising data

(including anonymous, aggregate, or derived data) to any ad network, ad exchange, data broker or other advertising or monetization related service.

GENERAL DATA PRIVACY REGULATION (GDPR)

The GDPR takes effect on May 25, 2018, and is intended to protect the data of European Union (EU) citizens. As a company that markets its site, content, products and/or services online we do not specifically target our marketing to the EU or conduct business in or to the EU in any meaningful way. If the data that you provide to us in the course of your use of our site, content, products and/or services is governed by GDPR, we will abide by the relevant portions of the Regulation. If you are a resident of the European Economic Area (EEA), or are accessing this site from within the EEA, you may have the right to request: access to, correction of, deletion of; portability of; and restriction or objection to processing, of your personal data, from us. This includes the "right to be forgotten." To make any of these requests, please contact our GDPR contact at Vivaaintegrativehealth.com.

HOW DO WE STORE YOUR INFORMATION?

Your information is stored at the list server that delivers the Sites content and messaging. Your information can only be accessed by those who help manage those lists in order to deliver e-mail to those who would like to receive the Sites material. All of the messaging or emails that are sent to you by the Sites include an unsubscribe link in them. You can remove yourself at any time from our mailing list by clicking on the unsubscribe link that can be found in every communication that we send you.

DISCLAIMER

Although it is highly unlikely, this policy may be changed at any time at our discretion. If we should update this policy, we will post the updates to this page on our website. If you have any questions or concerns regarding our privacy policy, please direct them to https://vivaaintegrativehealth.com. Below includes additional terms to the GDPR-specific terms above.

TERMS OF USE

Please read the following TERMS of use relating to your use of this site, and all the sites listed below under our brand, carefully. By using these sites, you agree to these TERMS of use. We reserve the right to modify these TERMS at any time, so please check this page periodically for changes. By using these sites after we post any changes to these TERMS, you agree to accept those changes, whether or not you have reviewed them or been notified about them. If at any time you choose not to accept these TERMS of use, please do not use this site or any of our sites. The practices and policies in this Policy replace all previous notices or statements with respect to

the same subject matter. You agree to these TERMS by accessing or using the Web Site, registering for services offered on the Web Site, or by accepting, uploading, submitting, or downloading any information or content from or to the Web Site. IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THESE TERMS, DO NOT USE THE WEB SITE.

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INTELLECTUAL PROPERTY

This Agreement does not transfer from Vivaa Integrative Health to you or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with Vivaa Integrative Health, www.vivaaintegrativehealth.com logo, and all other trademarks, service marks, graphics and logos used in connection with www.vivaaintegrativehealth.com, or the Website are trademarks or registered trademarks licensors. Other trademarks, service marks, graphics and logos used in connection with the Website may be the trademarks of other third parties. You hereby grant Vivaa Integrative Health an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right)

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TRANSACTIONS

Certain e-products may be offered for sale on our website. In the event you wish to purchase or to subscribe for any of these products or Services, you will be asked by our websites or an authorized third party to supply certain information, including without limitation, your full name, address, telephone number and credit card information. You agree to provide our Web Site or such third party with the foregoing information as well as any other mandatory information that is accurate, complete and current, and to comply with the TERMS and conditions of any agreement that you may enter into governing your purchase of the e-product. You shall be responsible for all charges incurred through your account as well as for paying any applicable taxes. Some services offered by Website are subscription-based services. When you open a subscription-based account, you hereby agree to pay all charges to your account, including any applicable taxes, in accordance with billing terms in effect at the time the fee or charge becomes payable. We reserve the right to change the amount of, or basis for determining, any fees or charges for Services we provide, and to institute new fees, charges or terms effective upon notice to subscribers. We reserve the right to terminate any account at any time for any reason. We agree that we will notify you when, and if, we decide to terminate your account. Your subscription will be automatically renewed and your credit card will be automatically charged on a quarterly, monthly or weekly basis, depending upon the billing terms for your account, for as long as you remain a member. You agree that we will not be obligated to send you any renewal or advance billing notices or confirmations that your credit card has been charged. Our merchant account will attempt to charge your card a maximum of 3 times. After the 3rd attempt, we will email you for a new credit card number. If you do not provide a new number, we reserve the right to disable your access and account. You are required to pay any amounts still owed to us at the time your account is suspended or terminated. In the event you elect to terminate your subscription you can Contact Us Terminations are not retroactive. If you terminate your membership after your membership period has begun, you may be entitled to a refund for the unexpired portion of that membership period, less any applicable minimum charges. You may still be obligated to pay for other charges incurred. If you have an outstanding balance due on any subscription account, you hereby agree that we may charge these unpaid fees to your credit card.

ACCEPTABLE USE

Any conduct by you on our Web Site that we believe, in our sole discretion, restricts or inhibits any other user from using or enjoying our websites will not be permitted. You agree to use our Web

Site only for lawful purposes. You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of our websites, use of our website, or access to our Web Site. You agree not to access our website by any means other than through the interface provided by us for use in accessing our website. You understand that the robots.txt file is the only means by which robots are authorized to access our websites. You agree not to violate any of the robot access policies. You agree to not reproduce and/or use the information on our Web Site without permission. Any threat or suggestion to commit suicide will be reported to the proper authorities and the posting will be removed from the Community boards. If you are in need of someone to talk with in the USA, call the National Crisis/Suicide Hotline at 1-(800)999-9999. If you are in immediate danger, call 911.

EMAIL/NEWSLETTER

To keep you informed about our latest news, blogs, guest posts, offers, recipes, developments, or new additions to www.Vivaaintegrativehealth.com, we may notify you via email. You may unsubscribe from our mailing list by following the unsubscribe instructions of any email you receive from us. You will only receive emails from us only if you elected to do so. We do not share, sell or trade email addresses.

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EVENTS, INFORMATION, AND SPEAKER CHANGE

The events, information, and speakers listed on our Sites are subject to change without notification. SUBMISSIONS We welcome your comments about any of the Sites. However, we will

not review or consider any unsolicited creative submissions or suggestions for topics at our seminars or within our newsletters or products. We hope you will understand that this policy is intended to avoid the possibility of future misunderstandings in the event that ideas developed by our staff might seem to be similar to the ideas submitted to us. Accordingly, we must ask that you not send us any original creative ideas, suggestions or materials. If, despite our request, you send us any idea, suggestion or material ("Submission"), it shall become our property. We will not be subject to any obligation of confidence for any Submission, and we will not be liable for any use or disclosure of any Submission. In the case that you submit something to us and it is unsolicited, we will exclusively own all rights to the Submission worldwide, and we will be entitled to the unrestricted use of the Submission for any purpose, without compensation or notification to the provider of the Submission. Given this fact, we ask that you refrain from submitting creative projects to us, particularly those that are confidential or personal to you. FORUMS A "forum" means any message board, chat room, user review forum or other interactive service appearing on any of the Sites and includes both public boards and private folders, including your comments that you submit on the blog on the Site or through the contact mechanism on the Site, including a Facebook comment widget. You must register in accordance with instructions that you will find on the Sites in order to contribute to any forum. We generally do not encourage the submission of any personal information in these comments or through the contact mechanism other than what we expressly require (e.g., name and email address). Information you disclose in the comments or any forum becomes public information and you should exercise caution when deciding to disclose our information in a submission. You may not post on any forum, or send to any other forum user or our staff, any material that is abusive, vulgar, threatening, harassing, libelous, defamatory, obscene, invades a person's privacy, violates any intellectual or other property rights, or that would otherwise violate any law. You may not use any forum in a commercial manner. You may not use Sites to solicit others to join or become members of any other commercial online service or commercial offline service or to join another organization. You may not post material that solicits funds, or that advertises or solicits goods or services. You may not post material known to be false. You may not post messages that contain stock touts. You may not post or transmit any information, software or other material that contains a virus or other harmful component. We are not responsible for material appearing in any forum on the Sites, except for material signed by one of our identified representatives. We are not responsible for screening material posted by users for libel, obscenity, invasion of privacy, copyright or trademark infringement, accuracy, or for any other reason. We retain, however, the right to modify or remove messages or other material that we, in our sole discretion, consider infringing, offensive, abusive, defamatory, obscene, stale, or otherwise unacceptable. We also reserve the right to edit materials for any other reason. Whether or not we modify or remove such material, users remain solely responsible for the content of their messages or postings. By posting on the Sites, you grant (or warrant that the owner of such rights has expressly granted) us and/or relevant affiliated companies the worldwide, perpetual, nonexclusive right to use your questions, comments, and postings, in their original or edited form, in television programs, books, articles, commentaries, or in any other medium now known or later developed. You also warrant that you own or otherwise control all of the rights to the content you have posted and that the public posting and use of such content by us will not infringe the rights

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view and distribute user-generated content on the site, Vivaa Integrative Health is merely acting as a passive conduit for such distribution and is not undertaking any obligation or liability relating to any contents or activities on the site. However, Vivaa Integrative Health reserves the right to block or remove communications or materials that it determines to be (a) abusive, defamatory, or obscene, (b) fraudulent, deceptive, or misleading, (c) in violation of a copyright, trademark or; other intellectual property right of another or (d) offensive or otherwise unacceptable to Vivaa Integrative Health in its sole discretion.

REGISTRATION

We may, at our discretion, suspend or terminate the registration of any forum user or general user who violates any of these TERMS of use, any of the forum member guidelines or for any other behavior that we in our discretion believe is inappropriate.

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LIMITATION OF LIABILITY

Under no circumstances, including but not limited to negligence or wrong conduct, will we or any of our licensors or suppliers be liable for any special or consequential damages that result from the use of, or the inability to use, the materials or information on the Sites, or any products or services provided pursuant to the Sites, even if advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages (including but not limited to lost data), so the above limitation or exclusion may not apply to you. In no event shall the total liability to you by us or any of our licensors or suppliers for

all damages, losses, and causes of action (whether in contract, tort, or otherwise) exceed the amount paid by you to us, if any, for accessing the Sites. Under no circumstances will we be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of any advice, goods or services you receive from a guest speaker on our Sites or at one of our events. You agree that Vivaa Integrative Health its directors, officers, employees or other representatives shall not be liable for damages arising from the information and content viewed and obtained via Samuel Shay,

www.vivaaintegrativehealth.com, and Vivaa Integrative Health. You agree that this limitation of liability is comprehensive and applies to personal injuries and all damages of any kind (including but not limited to economic loss, injury, illness or death), including without limitation direct, indirect, incidental, general, exemplary, special, punitive, compensatory and consequential damages. We are also not responsible or liable for any loss or damage that is caused or alleged to have been caused to our guest speakers in connection with the display of their photo, name, or biography posted on our Sites or in our marketing materials.

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Professional can diagnose certain ailments and prescribe certain treatments and medications for you, including reducing, changing, or stopping medications. Do not ignore or delay seeking medical advice or treatment because of any information obtained from www.vivaaintegrativehealth.com. Consult your own Medical Professional regarding nutritional supplements to evaluate if the supplements could adversely affect or react with any medications or pre-existing conditions. Stop any food or supplement immediately if you have any type of adverse reaction. Vivaa Integrative Health are not acting in the capacity of a medical physician, psychologist, or licensed dietician. Vivaa Integrative Health will not diagnose, treat, or cure in any manner, any disease, condition, or other physical or mental human ailment. By entering your email address, you are also requesting and agreeing to subscribe to our e-newsletter, to which the above disclaimer also applies Vivaa Integrative Health expressly disclaims any responsibility for any damages caused by a user's reliance on any information contained or obtained via Vivaa Integrative Health websites, emails, videos, audios, or any other means of communication, information, or data transfer. Vivaa Integrative Health disclaims all warranties, expressed or implied, or any kind with respect to the website(s), its emails, videos, audios and other means of communication, including but not limited to merchantability and fitness for a particular purpose. Vivaa Integrative Health expressly disclaims all warranties, expressed or implied, of any kind with respect to the information and content included to the website(s), its emails, videos, audios and other means of communication.

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The Site is available to individuals seeking information concerning Vivaa Integrative Health, and its business operations. Nothing on the Site is, or should be construed as, a recommendation for a specific treatment regime or a substitute for the advice of a healthcare professional.

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HOW AND WHY WE COLLECT INFORMATION

We collect your information in order to record and support your participation in the activities you select. If you register for a seminar, for example, the information is used to reserve your seat, to track your preferences, and to keep you informed about the seminar and related events. As a visitor to our Sites, you can engage in many activities without providing any personal information. In connection with other activities, such as utilizing registering for a seminar or participating in a sweepstakes, we may ask you to provide certain information about yourself by filling out and submitting an online form. It is completely optional for you to engage in these activities. If you elect to engage in these activities, however, we may ask that you provide us personal information, such as your first and last name, mailing address (including ZIP/Post code), e-mail address, telephone, credit card, and other personal information. If you do not provide the mandatory data with respect to a particular activity, you will not be able to engage in that activity. In all cases, we will collect personal identification information from you only if you voluntarily submit such information to us. We will also tell you how we use your information or if we share it with another party. Except as otherwise provided in this policy, we will never intentionally disclose any personal identification information about you as an individual user to any third party without having received your permission. If you supply us with your contact information you may receive periodic e-mails, mailings or calls from us with information on new products and services, important issues, or upcoming events. If you wish to be removed from any postal, email, phone, or other lists, please let us know by emailing us at Contact Us. You can also write us at the contact information above. Please provide us with your exact name, email address, mailing address, and phone. We will be sure your name is removed from the appropriate lists immediately. When you use our Sites, we or our authorized technology services provider may also collect certain technical and routing information (including but not limited to name of the domain and host from which you access the internet, the internet address of the Site from which you enter the Site, the pages you visit on the Site, and the amount of time you spend on the Site) from you to facilitate your use of the Site and its services. We use this information to administer the Site and to understand and measure traffic patterns on the Site so that we know which areas of our sites are favorites of our users, which areas need improvement, and what technologies are being used so that we may continually improve our sites. This information is collected in aggregate form, without identifying you or any user individually. We may use this aggregate, non-identifying statistical data for statistical analysis, marketing, or similar promotional purposes. This data is often tracked by us and our technology services provider by using "cookies" during your visit. A cookie is a small amount of data that is transferred to your browser by a web server and can only be read by the server that gave it to you. It functions as your identification card and enables us to record your passwords, purchases, and preferences. It cannot be executed as code or deliver viruses. Most browsers are initially set to accept cookies. You can set your browser to notify you when you receive a cookie, giving you the chance to decide whether or not to accept it. (For some web pages that require an authorization, cookies are not optional. Users choosing not to accept cookies will probably not be able to access those pages). Web beacons are small bits of code embedded in Web pages or in emails. Web beacons may be used to deliver or communicate with cookies, to count users who have visited a Web page and to understand usage patterns. Web beacons also may be included in emails to learn if messages have been opened, acted on or forwarded. You can disable the ability of Web beacons to capture information in this manner by blocking cookies as described above under "Cookies."

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Our Site includes Social Media Features, such as the Facebook and Twitter buttons and Widgets, such as the Share this button or interactive mini-programs that run on our site. These features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the feature to function properly. Social Media Features and Widgets are either hosted by a third party or hosted directly on our Site. Your interactions with these Features are governed by the privacy policy of the company providing it.

EXCEPTIONS TO PRIVACY POLICY

While we are committed to keeping your information secure and private, we have the following exceptions to our privacy policy: We will release specific information about you or your account to comply with any valid legal inquiry or process such as a search warrant, subpoena, statute or court order. We will also release specific information in special cases, such as if there is an attempted breach of the security of the Sites, or a physical or property threat to you or others. We may also transfer user information, including personally identifiable information, in connection with a corporate merger, consolidation, the sale of related assets or corporate division or other fundamental corporate change. Further, the information you enter when making a purchase or an online donation will be shared with payment processors, financial gateways, and your credit card company to authorize credit card payments. Such information may also be shared with necessary third parties solely for the purpose or carrying out the transactions. Please note that if you give out personal information online through a discussion board or posting site, that information can be collected and used by third parties. Although we strive to protect our users' privacy, we cannot guarantee the security of information you post in these forums. You disclose such information at your own risk. Please keep in mind that no Internet transmission is 100% secure. Some email sent to or from the Site may not be secure. Please consider this when sending information to us by email.

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You waive all rights to trial by jury in any action or proceeding instituted in connection with these TERMS and/or the Web Site. These TERMS will be governed by and construed in accordance with the laws of Georgia, without regard to any principles of conflicts of law and not by choices of law and not by the 1980 U.N. Convention on contracts for the international sale of goods. You agree to exclusive jurisdiction in Atlanta. If any of these TERMS of use are found unlawful, void, or for any reason unenforceable, then that provision will be considered severable from the remaining TERMS of use, and will not affect the validity and enforceability of the remaining provisions. You agree that jurisdiction over and venue in any legal proceedings directly or indirectly arising out of or relating to this Site (including but not limited to the purchase of Vivaa Integrative Health. products and services), including any controversy or claim arising out of or relating to these TERMS and/or the Web Site shall be settled by binding arbitration, in the language of English, in accordance with the Georgia Arbitration Code. Any cause or action or claim you may have with respect to the Web

Site (including but not limited to the purchase of Vivaa Integrative Health Products must be commenced within three (3) months after the claim or cause of action arises. Vivaa Integrative Health's failure to insist up on or enforce strict performance of any provision of these TERMS and conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these TERMS and conditions. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the Country of United States, in the State of Georgia, in the city of Atlanta, according to the Georgia Arbitration Code, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. The mediator shall be chosen and obtained by Vivaa Integrative Health. Any matters or proceedings that are not subject to arbitration as set forth in this Section of these TERMS and/or for entering any judgment on an arbitration award, shall take place in the Country of the United States, the State of Georgia, in the City of Atlanta. You waive the defense of forum non conveniens. Vivaa Integrative Health may assign its rights and duties under this Agreement to any party at any time without notice to you.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Vivaa Integrative Health, its officers, directors, employees, agents, licensors and suppliers (collectively the "Service Providers") from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these TERMS and conditions or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the site using your Internet account.

MISCELLANEOUS

You are solely responsible for compliance with applicable laws, rules, and regulations in connection with your use of the Web Sites and the Content, including, without limitation, those governing your transmission or use of any software or data. These TERMS and any applicable end user license or similar agreements contain the sole and entire agreement between the parties with respect to the Web Sites, the Content and Your Upload Information and supersedes any and all other prior written or oral agreements between them. The section titles in these TERMS are for your convenience only and do not have any legal or contractual effect. You agree that these TERMS will not be construed against Company by virtue of having drafted these TERMS. If any provision of these TERMS shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, such holding or action shall be strictly construed and shall not affect the validity or effect of any other provision of these TERMS. No waiver on the part of Company of any of these TERMS will be of any force or effect unless made in writing and signed by a duly authorized officer of Company. These terms may be modified only by our authorized posting of changes to these TERMS of use on our Sites.

TERMINATION

You understand and agree that Vivaa Integrative Health will determine your compliance with these TERMS in its sole discretion. Vivaa Integrative Health 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 Vivaa Integrative Health, you must destroy all materials obtained from this Web Site and all related documentation. The provisions relating to Copyrights, Trademark, Disclaimer, Limitation of Liability, Miscellaneous, Jurisdiction and Venue, No Professional Advice, Privacy Policy, Confidentiality and Non-Compete, Typographical Errors, Earnings Disclaimer, Registrations, TERMS of Use, Transactions, Testimonials, Email/Newsletter, and Acceptable Use, Indemnification, shall survive any termination.

NOTICE

Vivaa Integrative Health may deliver notice to you by means of email, a general notice on the site, or by other reliable methods to address you that you have provided to Vivaa Integrative Health. These terms of service were last updated on September 24, 2021.