

Terms of Sale

All sales by Loomis Institute™ (“LI”) are expressly conditioned upon the agreement of Buyer to these terms and conditions of sale (the “Terms”). The rights of the parties shall be governed exclusively by these Terms. Buyer may not modify these Terms unless acknowledged in writing by an officer of LI.

Please carefully review all Terms, including the binding arbitration provision contained herein.

- 1. Fees and Payment.** Buyer is responsible to pay for seminar and online educational program registration fees and for written materials for those programs. Buyer shall be responsible for arranging Buyer’s travel and lodging at seminars, the cost of which is not included in this seminar registration fee. All prices are subject to change without notice. Payment may be made by credit card (Visa, MasterCard, Discover, or American Express), prepayment by check (no starter checks), money order.
- 2. Cancellation Policy:** LI will charge a seminar cancellation fee of \$50 for any cancellation occurring less than 14 days before the start of the seminar.
- 3. Recording Prohibited.** Sessions may be photographed, recorded and/or video taped by LI. By your attendance, you give LI permission to be photographed, recorded or videotaped and agree to the public display and/or sale of the photographs, recordings and/or videotapes. Personal recording or videotaping of any kind during any LI event is prohibited.
- 4. Return Policy.** All sales of books, written material, and online educational videos are final and are not eligible for return or refund.
- 5. Disclaimer.** THE PRODUCTS AND SERVICES ARE PROVIDED ON AN “AS IS” BASIS. LI EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OF MERCHANTABILITY, OR ANY OTHER WARRANTY ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. BUYER IS SOLELY RESPONSIBLE FOR DETERMINING THE APPROPRIATE USE OF THE PRODUCTS AND SERVICES PURCHASE BY BUYER.
- 6. Medical Disclaimer.** LI DOES NOT PROVIDE MEDICAL ADVICE OR PRESCRIPTION DRUG THERAPY RECOMMENDATIONS. LI PRODUCTS AND SERVICES ARE NOT INTENDED FOR DIAGNOSIS OR TREATMENT OF A SPECIFIC

MEDICAL CONDITION AND SHOULD NOT BE USED AS A SUBSTITUTE FOR CONSULTATION WITH A PHYSICIAN OR OTHER HEALTH CARE PROVIDER. ANY INFORMATION SUPPLIED THROUGH LI IS NOT INTENDED TO, AND DOES NOT CONSTITUTE, MEDICAL, LEGAL, OR OTHER PROFESSIONAL ADVICE, DOES NOT CREATE A PROFESSIONAL RELATIONSHIP BETWEEN LI AND BUYER, AND DOES NOT CREATE ANY MEDICAL PRIVACY INTERESTS.

7. **Food and Drug Administration ("FDA").** Claims and statements made by LI about specific products and services have not been evaluated by the FDA. Any recommended dietary and/or nutritional supplements are not intended to diagnose, treat, cure or prevent disease.

8. **Indemnification.** BUYER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS LI, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (THE "LI PARTIES") FROM AND AGAINST ALL LIABILITIES, LOSSES, DAMAGES, COSTS AND EXPENSES ARISING FROM, RELATED TO, OR IN ANY WAY CONNECTED WITH: (a) ANY CLAIM, ACTION, SUIT OR THREAT THEREOF FOR THE DEATH OR INJURY OF ANY PERSON(S) OR DAMAGE OR DESTRUCTION OF ANY PROPERTY IN ANY WAY CONNECTED WITH THE BUYER'S USE OF PRODUCTS OR SERVICES SOLD BY LI, INCLUDING, BUT NOT LIMITED TO, THEIR USE, TESTING, SALE, DISTRIBUTION OR TRANSFER BY OR TO ANYONE; (b) BUYER'S BREACH OF THESE TERMS; (c) BUYER'S VIOLATION OF ANY APPLICABLE LAW, RULE, OR REGULATION; OR (d) BUYER'S NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT. BUYER'S DUTY TO DEFEND, INDEMNIFY AND HOLD HARMLESS SHALL INCLUDE LI'S PERSONNEL-RELATED COSTS, REASONABLE ATTORNEYS' FEES, COURT COSTS AND ALL OTHER CLAIM-RELATED EXPENSES.

9. **Limitation of Liability.** BUYER ACKNOWLEDGES THAT THE PRICE OF THE PRODUCTS AND SERVICES IS BASED ON THE FOLLOWING LIMITATION OF LIABILITY, THAT THE PRICE WOULD BE SUBSTANTIALLY HIGHER IF LI COULD NOT LIMIT ITS LIABILITY, AND BUYER ACCEPTS THIS LIMITATION OF LIABILITY IN EXCHANGE FOR THE LOWER PRICE. LI'S SOLE LIABILITY TO BUYER, AND BUYER'S EXCLUSIVE REMEDY FOR ANY CLAIMS IN ANY WAY RELATED TO OR ARISING UNDER THESE TERMS OR THE ORDER UNDER ANY THEORY OF RECOVERY, SHALL BE LIMITED AS FOLLOWS: (a) AT LI'S SOLE OPTION, LI SHALL EITHER REPLACE THE PRODUCTS OR SERVICES IN THE ORDER OR REFUND BUYER THE AMOUNT PAID FOR DEFECTIVE PRODUCTS OR SERVICES IN THE ORDER (SUBJECT TO SECTION 5); AND (b) IN ALL OTHER CASES LI'S TOTAL AGGREGATE LIABILITY TO BUYER HEREUNDER SHALL NOT

EXCEED THE PURCHASE PRICE FOR THE SPECIFIC PRODUCTS OR SERVICES FROM WHICH ANY CLAIM OR DAMAGES AROSE. IN NO EVENT SHALL LI BE LIABLE IN ANY WAY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOSS OF BUSINESS, RELATING IN ANY WAY TO THESE TERMS, THE ORDER, OR PRODUCTS OF SERVICES SOLD TO BUYER, WHETHER FORESEEABLE OR NOT AND WHETHER OR NOT BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND, PROVIDED THAT NOTHING IN THESE TERMS SHALL WAIVE ANY LIABILITY OR IMPLIED WARRANTY THAT IS NON-WAIVEABLE AS A MATTER OF LAW.

10. **Relationship of Parties.** Buyer and LI are independent contractors, and nothing herein shall be construed to create a partnership, joint venture, agency, or employment relationship. Neither party has nor will have any power to bind the other, or to assume or create any obligation or responsibility, express or implied, on behalf of the other party.

11. **LI'S Intellectual Property Rights.** Written seminar and online education course materials are provided solely for the Buyer's use and may not be photocopied, duplicated or resold. LI, Enzyme Formulations, Inc. and Howard F. Loomis, D.C. retain all intellectual property rights and copyrights to the written materials sold to Buyer.

12. **Dispute Resolution.** All disputes, claims, or controversies ("Claims") arising under or relating to these Terms or the Order, (including the arbitrability of such a dispute and the existence, validity, interpretation, performance, termination or breach thereof), shall be finally settled by binding arbitration by a single arbitrator in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association ("AAA"), with the arbitration to be commenced no later than one (1) year after such Claim accrues (in absence of which it shall be deemed forever waived). A judgment upon an arbitrator's award may be entered by any court of competent jurisdiction. To the extent permitted by applicable law, Buyer agrees that there shall be no class action arbitration related to these Terms or the products or services. All parties shall bear their own expenses, except that the parties shall equally share the expenses of the arbitrator (except for the required non-refundable filing fees which shall be paid solely by the party asserting the related Claim). The above obligations to arbitrate shall not prevent a party from seeking a preliminary injunction, temporary restraining order, or other procedure in a court of competent jurisdiction to obtain interim relief when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual dispute.

Exclusive jurisdiction and venue for arbitration or any other legal action or proceeding in any way related to this Agreement or the Order shall be in Madison, Wisconsin.

13. **No Third Party Beneficiary:** Neither the Order nor any provision hereof is intended to create any right, claim or remedy in favor of, or impose any obligation upon, any person or entity other than the parties hereto.

14. **Severability.** The invalidity of any portion of these Terms will and shall not be deemed to affect the validity of any other provision. If any provision of these Terms is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

15. **Force Majeure.** Under no circumstances shall LI be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces or causes beyond its reasonable control, including, without limitation, computer or telecommunication equipment failures, other equipment failures, power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance by third parties, or loss of or fluctuations in heat, light, or air conditioning.

16. **Non-Waiver.** Failure by LI to insist upon strict performance of any terms or conditions stated herein shall not be considered a continuing waiver of such terms or conditions or any of LI's rights hereunder.

17. **Entire Agreement.** These Terms constitute the final expression of the agreement of the parties and supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof.