

## Terms & Conditions:

PLEASE READ THESE TERMS OF USE (“Terms”) CAREFULLY BEFORE USING OUR WEB SITE, MOBILE SOFTWARE (AS DEFINED BELOW) AND/OR SERVICES (COLLECTIVELY THE “SERVICE”). YOUR USE OF THE SERVICE CONFIRMS YOUR UNCONDITIONAL ACCEPTANCE OF THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THESE TERMS OF USE, YOU ARE NOT AUTHORIZED TO ACCESS OR USE THE SERVICE. THESE TERMS OF USE HAVE A PROVISION FOR ARBITRATION OF DISPUTES BETWEEN THE PARTIES.

### 1. Acknowledgement:

By accessing or using the Service, you agree to abide by these Terms, as they may be amended by Dr. Kimber Austin from time to time in its sole discretion, and that such agreement constitutes a binding contract between you and Dr. Kimber Austin. In addition, when visiting or using certain Dr. Kimber Austin owned or operated web sites, you shall be subject to any posted agreements, guidelines, rules or terms of service. All such agreements, guidelines, rules or terms of service, as they may be amended by Dr. Kimber Austin from time to time in its sole discretion, are hereby incorporated by reference into these Terms. It is your responsibility to review these Terms periodically, and if you do not have authority to agree or accept these Terms, or if at any time you find these Terms unacceptable, you may not use the Service and you must immediately leave and cease all use of the Service.

### 2. Registration, User Account, Password & Security

In consideration of your use of the Service, you represent and warrant that you: (i) are of legally sufficient capacity to form a binding contract; and (ii) are at least 18 years of age; and you will comply with all applicable laws, statutes, ordinances and regulations regarding your use of the Service and any related activities. Children 14 years of age and older may only use the Service if (a) their parent or legal guardian has agreed to the terms of these

Terms; and (b) their use is permitted and supervised by their parent or legal guardian. If you open an account to enhance your use of the Service, you must: (x) complete the registration process by providing true, accurate and complete information requested on the registration form (“Registration Data”); (y) maintain the accuracy of the Registration Data; and (z) provide a user name and password. You are entirely responsible for the confidentiality and use of your user name and password. You may not use the account, username, or password of someone else at any time. You are responsible for all electronic communications, including account registration and other account holder information, email, financial and other content (“Electronic Communications”) entered through or under your user name and password. Dr. Kimber Austin will act as though any Electronic Communications it receives under your user name and password will have been authorized by you. You agree to notify Dr. Kimber Austin immediately of any unauthorized use of your account, user name, or password.

## **Integrated Third Party Websites:**

Dr. Kimber Austin may now and/or in the future provide for integration of the Service with select social networking and other websites (“Integrated Third Party Websites”), in order to allow (among other things) the transfer of certain user information between Dr. Kimber Austin and Integrated Third Party Websites. You understand and acknowledge that if you elect to transfer some or all of your personal information maintained by Dr. Kimber Austin to an Integrated Third Party Website, that Integrated Third Party Website will thereafter retain and maintain your personal information subject to its privacy policy. Integrated Third Party Websites have their own privacy and data collection policies and practices, over which Dr. Kimber Austin has no control. Dr. Kimber Austin is not responsible for the actions, policies and practices (including without limitation actions, policies and practices involving user data collection, privacy, etc.) of any such Integrated Third Party Websites.

## **4. Product Descriptions & Pricing:**

Dr. Kimber Austin strives for the Service to be as accurate as possible. However, Dr. Kimber Austin does not represent or warrant that product descriptions or other content on the

Service are accurate, complete, reliable, current, or error-free. For example, products included on the Service may be unavailable, may have different attributes than those listed, or may actually carry a different price than that stated on the Service. In addition, we may make changes in information about price and availability without notice. 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, to limit the order quantity on any product or service and/or to refuse service to any customer. We also may require verification of information prior to the acceptance and/or shipment of any order. If a product offered on the Service is not as described, your sole remedy is to return it within thirty (30) days of delivery in accordance with Section 6, Returns and Refunds. Despite our best efforts, a small number of the items on our Service may be mispriced. If an item's correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation. Certain weights, measures and similar descriptions are approximate and are provided for convenience purposes only. It is your responsibility to ascertain and obey all applicable local, state, federal and international laws (including minimum age requirements) in regard to the possession, use and sale of any item purchased from the Service. By placing an order, you represent that the products ordered will be used only in a lawful manner.

## **5. Payment Terms; Interest & Orders:**

All orders placed through the Service are subject to Dr. Kimber Austin's acceptance. Terms of payment are within Dr. Kimber Austin's sole discretion, and unless otherwise agreed to by the Company, payment must be received by Dr. Kimber Austin prior to its acceptance of an order. Payment for product orders will be accepted via certain payment methods accepted by our third party payment processing service. Your order is subject to cancellation by Dr. Kimber Austin at its sole discretion. All amounts due are payable in U.S. dollars. Any amount not paid when due will be subject to a finance charge of one and one-half percent (1-1/2%) per month, or the maximum amount allowed by law if lower, for the unpaid balance due. You

shall be responsible for any expenses and/or fees (including but not limited to attorney's' fees), incurred by Dr. Kimber Austin in collecting past due amounts from you.

## **6. Returns & Refunds:**

Any product purchased directly from Dr. Kimber Austin may be returned within sixty (60) days of purchase. Prior to returning any product, please contact us at [COMPANY EMAIL]. To find out more about our no-risk guarantee 60-Day Return Policy see [LINK]

## **7. Shipping; Risk of Loss; Title & Taxes:**

Shipping and handling charges are additional unless otherwise expressly indicated at the time of sale. Shipping dates are estimates only. Risk of loss and title for all items purchased from Dr. Kimber Austin pass to you upon our delivery to the carrier. You are responsible for sales and other taxes associated with all orders. Title to all intellectual property rights will remain with the applicable licensor(s).

## **8. Privacy Policy:**

Dr. Kimber Austin is committed to maintaining the privacy and security of information that you provide to Dr. Kimber Austin through the Service. Registration Data and certain other information about you are subject to our Privacy Policy. By using the Service you consent to the collection and use of this information (as set forth in the Privacy Policy), including the transfer of this information to or from the United States and/or other countries for storage, processing and use by Dr. Kimber Austin and its affiliates. For more information, see our full Privacy Policy at [smartpressedjuice.com/privacy](https://smartpressedjuice.com/privacy).

## **9. Service Access:**

a. License Grant. Subject to these Terms, Dr. Kimber Austin grants you a limited, non-commercial, non-exclusive, non-sublicensable, non-transferable, non-assignable, revocable license to access the Service for your personal use, through a generally available web browser or through a mobile computing device ("Mobile Device"), view information on

those areas of the Service generally available to all users and those areas of the Service for which you have registered. Dr. Kimber Austin reserves all rights not expressly granted herein in the Service. Dr. Kimber Austin may terminate this license at any time for any reason or no reason.

b. Mobile Device Access. Dr. Kimber Austin may offer access to the Service through certain mobile software applications operating on Mobile Devices ("Mobile Software"). If you access or use the Service through a Mobile Device, you understand and agree that information about your usage (including without limitation the duration and frequency of your usage), as well as other information (including without limitation, your geographic location and the unique identifying information of your Mobile Device), will be accessible to your mobile carrier, and may also be communicated to Dr. Kimber Austin in the ordinary course of data exchange. By accessing or using the Service through a Mobile Device, you represent that, to the extent you import any of your data to your Mobile Device, you authorize such transfer and have authority to share the transferred data with your mobile carrier or other access provider. You also understand that, in the event you change or deactivate your mobile account, you must promptly update your Dr. Kimber Austin account information to ensure that your messages are not sent to a third party acquiring your old number, and you acknowledge and agree that failure to do so is your sole responsibility. You acknowledge you are responsible for all charges and necessary permissions related to accessing the Service through your mobile carrier, including without limitation any incremental data transfer and similar surcharges. You should check with your mobile carrier to determine if access to the Service is available to you, and if so, the terms and costs applicable to your specific Mobile Device and plan. We may use geographic location information to create aggregate data from which your personally identifiable information has been removed or obscured. Such aggregate data may be used for services like traffic-monitoring. It is your responsibility to notify any users of your Mobile Device if geographic location monitoring is enabled. The use of certain geographic location based Services or the disclosure of geographic location information may be restricted by the controls or your Mobile Device. Dr. Kimber Austin does not warrant that the Mobile Software will be compatible or interoperable with your Mobile Device or any other piece of hardware,

software, equipment or device installed on or used in connection with your Mobile Device. Furthermore, you acknowledge that compatibility and interoperability problems can cause the performance of your Mobile Device to diminish or fail completely, and may result in permanent damage to your Mobile Device, loss of the data located on your Mobile Device, and corruption of the software and files located on your Mobile Device. You acknowledge and agree that Dr. Kimber Austin and its affiliates, partners, suppliers and licensors shall have no liability to you for any losses suffered resulting from or arising in connection with compatibility or interoperability problems.

c. Mobile Software License. This Section 4(c) applies only in the event that Dr. Kimber Austin elects, in its sole and absolute discretion, to make Mobile Software available to you. In that event, (i) Dr. Kimber Austin grants you a limited, non-commercial, non-exclusive, non-sublicensable, non-transferable, non-assignable, revocable license to use a compiled code version of the Mobile Software for one Dr. Kimber Austin account holder on one Mobile Device owned or leased solely by you, for your personal use; (ii) you acknowledge that Dr. Kimber Austin may from time to time issue upgraded versions of the Mobile Software, and may automatically electronically upgrade the version of the Mobile Software that you are using on your Mobile Device; (iii) you consent to such automatic upgrading on your Mobile Device, and agree that the terms and conditions of these Terms will apply to all such upgrades; (iv) any third-party code that may be incorporated in the Mobile Software is governed by the applicable open source or third-party license, if any, authorizing use of such code; and (v) the foregoing license grant is not a sale of the Mobile Software or any copy thereof, and Dr. Kimber Austin or its third party partners or suppliers retain all right, title, and interest in the Mobile Software (and any copy thereof).

## 10. Use Restrictions:

Dr. Kimber Austin imposes certain restrictions on your permissible use of the Service. You represent, warrant and agree that you will not:

- (i) use the Service in connection with any commercial endeavor, unless you have a prior written agreement with Dr. Kimber Austin signed by an officer of Dr. Kimber Austin;

- (ii) market or distribute access to the Service or any portion thereof;
- (iii) assign; sublicense, sell, lease or otherwise transfer or convey your rights under these Terms;
- (iv) remove, circumvent, disable, damage or otherwise interfere and/or violate or attempt to violate any security feature of the Service;
- (v) access or attempt to access any content, data, programs or other Dr. Kimber Austin systems not intended for you, or log onto a server or account that you are not expressly authorized to access;
- (vi) attempt to probe, scan, or test the vulnerability of the Service or any associated system or network, or to breach security or authentication measures without proper authorization;
- (vii) damage, disable, overburden or impair the Service or interfere or attempt to interfere with service to any user, host, or network, including, without limitation, by means of submitting a virus to the Service, overloading, "flooding," "spamming," "mail bombing," or "crashing;"
- (viii) attempt to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by Dr. Kimber Austin in providing the Service, except to the extent that such restriction is expressly prohibited by law;
- (ix) delete copyright and/or other proprietary rights notices on the Service;
- (x) attempt to modify, copy, distribute, transmit, display, perform, reproduce, publish, rent, lease, loan, license, or create derivative works based on the Service;
- (xi) frame in another web page, use on any other web service, transfer or sell any information, software, lists of users, databases, Dr. Kimber Austin IP (as defined below) or other lists, products or services provided through or obtained from the Service, or engage in

the practices of “data mining,” “screen scraping,” “database scraping,” or any other activity with the purpose of obtaining lists of users or other information from the Service;

(xii) use any meta tags or any other “hidden text” utilizing Company IP (as defined below) without the express written consent of Dr. Kimber Austin;

(xiii) engage in, encourage others to engage in, or provide instructional information about, conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law or any regulation having the force of law, including, without limitation, the Civil Rights Act of 1866, the Fair Housing Act, the Americans with Disabilities Act, and the Equal Credit Opportunity Act;

(xiv) harm minors in any way or solicit personal information from or about a minor;

(xv) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;

(xvi) send email messages or use the Service in any manner which intentionally or unintentionally violates any applicable local, state, national or international law or regulation (including without limitation, policies and laws related to spamming, privacy, obscenity or defamation);

(xvii) send email messages or make posts that contain falsified or misleading routing information, a return address that is either invalid or belongs to a third party and is used without permission, a misleading subject line and/or body copy, or promote a fraudulent scheme; and

(xviii) upload, download, post, email, transmit or otherwise make available any materials that: (a) are inappropriate, misleading, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, offensive, sexually explicit, promote gambling, libelous, invasive of another’s privacy, hateful, or racially, ethnically or otherwise objectionable; (b) you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under



nondisclosure agreements); (c) contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (d) contain unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; or (e) infringe any patent, trademark, service mark, trade secret, copyright or other proprietary rights of any party. You are solely responsible for any violations of any relevant laws and for any infringements of third party rights caused by any content you provide or transmit, or that is provided or transmitted using your user identification. The burden of proving that any content does not violate any laws or third party rights rests solely with you.

You further agree that you will not create links from any web site or web page to the Service, except that you are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of the Service ("Homepage"); provided that (i) the link does not portray Dr. Kimber Austin, or its products or services in a false, misleading, derogatory, or otherwise offensive matter; (ii) except as provided herein, you may not use any Dr. Kimber Austin logo or other proprietary graphic or trademark as part of the link without express written permission; and (iii) the link to the Homepage must be accompanied by a clear and prominent attribution at the point of origin indicating that the link is connected to the Homepage. If Dr. Kimber Austin, for any reason in its sole and absolute discretion, requests in writing that you remove any link or links to the Service, you agree to promptly comply. You agree that if you create any link to the Service that you will not employ any technology that results in the placement of content from the Service in a frame and/or a reduced pop-up window and/or any other display mechanism which changes the Service content from how it normally appears in a browser.

Dr. Kimber Austin reserves the right to investigate suspected violations of these Terms. If Dr. Kimber Austin believes, in its sole discretion, that a violation of these Terms has occurred, it may take responsive action. Such action may include, but is not limited to, temporary or permanent blocking of your access to the Service and/or deleting any materials from Dr. Kimber Austins system. Dr. Kimber Austin, in its sole discretion, will determine what action will be taken in response to a violation on a case-by-case basis.

Violations of these Terms could also subject you to criminal or civil liability. Company reserves the right to release the contact information of users involved in violations of system security to system administrators at other sites, in order to assist them in resolving security incidents. Dr. Kimber Austin intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of these Terms or of any applicable laws.

If you breach these Terms and send unsolicited bulk email, instant messages or other unsolicited communications of any kind through the Service, you acknowledge that you will have caused substantial harm to Dr. Kimber Austin but that the amount of such harm would be extremely difficult to ascertain. As a reasonable estimation of such harm, you agree to pay Dr. Kimber Austin \$50.00 for each such unsolicited email or other unsolicited communication you send through the Service.

## **11. User Content:**

You retain all of your ownership rights, if any, in your User Content (as defined below). However, by submitting, posting, uploading, displaying, performing, transmitting, or otherwise distributing information or other content ("User Content") to Dr. Kimber Austin or to an area of the Service that is intended by Dr. Kimber Austin to be publicly accessible, you are: (i) granting Dr. Kimber Austin, and its affiliates, a worldwide, royalty-free, perpetual, sublicensable, transferable, non-exclusive license to use the User Content in connection with the operation of Dr. Kimber Austin, and its affiliates, including without limitation, a right to use, host, copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, create derivative works based on, and reformat User Content; and (ii) representing and warranting that you own the rights to the User Content or are otherwise authorized to post, distribute, display, perform, transmit, or otherwise distribute User Content. You will not be compensated for any User Content. All User Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from which such content originated.

You are solely responsible for all User Content that you upload or otherwise transmit via the Service, and for confirming the sufficiency and reliability of any User Content posted by

others that you may use or rely upon. Company does not control or endorse any User Content, or any opinion, recommendation, recipe, or advice expressed therein, uploaded or otherwise transmitted by you or other users via the Service and, as such, does not guarantee the accuracy, integrity or quality of such User Content. Dr. Kimber Austin expressly disclaims any liability in connection with User Content. Dr. Kimber Austin and its designees shall have the right (but not the obligation) in their sole discretion to refuse or to remove any User Content contained on the Service at any time for any reason with or without notice. Always use caution when posting any personally identifying information about yourself or your children on the Service.

YOU UNDERSTAND THAT WHEN USING THE SERVICE, YOU MAY BE EXPOSED TO USER CONTENT FROM A VARIETY OF SOURCES, AND THAT Dr. Kimber Austin IS NOT RESPONSIBLE FOR THE ACCURACY, USEFULNESS, SAFETY, OR INTELLECTUAL PROPERTY RIGHTS OF OR RELATING TO SUCH USER CONTENT. YOU FURTHER UNDERSTAND AND ACKNOWLEDGE THAT YOU MAY BE EXPOSED TO USER CONTENT THAT IS INACCURATE, OFFENSIVE, INDECENT, OR OBJECTIONABLE, AND YOU AGREE TO WAIVE, AND HEREBY DO WAIVE, ANY LEGAL OR EQUITABLE RIGHTS OR REMEDIES YOU HAVE OR MAY HAVE AGAINST COMPANY WITH RESPECT THERETO, AND AGREE TO INDEMNIFY AND HOLD COMPANY, ITS PARENT, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS, HARMLESS TO THE FULLEST EXTENT ALLOWED BY LAW REGARDING ALL MATTERS RELATED TO YOUR USE OF THE SERVICE. You hereby waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

## **12. User Submissions:**

Any comments, feedback, suggestions and ideas disclosed, submitted or offered to Dr. Kimber Austin in connection with your use of the Service (collectively "Submissions") shall be owned exclusively by Dr. Kimber Austin. You agree that Dr. Kimber Austin shall: (i) not be under any obligation of confidentiality, express or implied, with respect to the Submissions;

(ii) be entitled to use or disclose Submissions for any purpose, without restriction worldwide; and (iii) not owe you any compensation or reimbursement of any kind under any circumstances for use or disclosure of Submissions.

### **13. Third Party Service & Sites:**

The Service may provide links to other web sites or resources. Your business dealings with any third party, third party service or third party content (collectively "Third Party") found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations, associated with such dealings, are solely between you and such Third Party. Dr. Kimber Austin makes no endorsement or guarantee about the content, goods or services provided by such Third Party. Dr. Kimber Austin shall not be responsible for any loss or damage of any sort incurred as the result of: (i) any dealings or transaction between you and any Third Party or as the result of the presence of such Third Party on the Service; (ii) any insufficiency of or problems with any such Third Party's background, insurance, credit or licensing; or (iii) the quality of services performed by any such third party or any other legal liability arising out of or related to the performance of such services. In the event that you have a dispute with any such third party, you release Dr. Kimber Austin, its directors, officers, employees, agents and licensors, from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. Unless expressly provided otherwise, these Terms governs your use of any and all third party content. You hereby waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

### **14. Storage & Access:**

Dr. Kimber Austin may, in its sole discretion: (i) limit the duration and frequency of your access to the Service; and (ii) delete accounts that are inactive for an extended period of

time. Dr. Kimber Austin shall have no responsibility or liability for the deletion or failure to store any account, messages, postings, communications or other content maintained or transmitted by the Service.

## **15. Modifications:**

Dr. Kimber Austin may, in its sole discretion and without prior notice, (i) revise these Terms; (ii) modify the Service; and (iii) discontinue any of the Service, or any of its constituent parts, including, without limitation, any products and/or services featured on the Service, at any time. Dr. Kimber Austin shall post any revision to these Terms, and the revised Terms shall be effective immediately on such posting. You agree to review these Terms and other online policies posted on the Service periodically to be aware of any revisions. Your continued use of any of the Service shall constitute your acceptance of the revised Terms. If you do not agree to any of such changes, you may terminate the Terms and immediately cease all access and use of the Service. You agree that such termination will be your exclusive remedy if you do not wish to abide by any changes to the Terms.

## **16. Termination:**

You acknowledge and agree that Dr. Kimber Austin may at any time in its sole discretion terminate your access to and use of the Service, or any part thereof, with or without notice and without any liability to you or any third party. You agree that upon termination Dr. Kimber Austin may delete all files and information related to your account and may bar your access to your account and the Service.

## **17. Proprietary Rights:**

The design of the Service and all text, graphics, information, content, and other material displayed on or that can be downloaded from the Service are protected by copyright, trademark and other laws and may not be used except as permitted in these Terms or with prior written permission of the owner of such material. All rights reserved. You agree that as between the parties, Dr. Kimber Austin is the exclusive owner of the Service, Software,

and all constituent parts, including without limitation, all photographs, videos, software code, any content on the Service (excluding User Content), HTML scripts, the uniform resource locators (URL's) for the Service, the organization and layout of the Service, all Company trademarks, trade names, service marks, trade dress and logos, all enhancements and improvements thereto, and derivatives thereof, and all patent, copyright, trademark, trade secret, trade dress and other intellectual property rights therein throughout the world (collectively the "Dr. Kimber Austin IP"). Any goodwill attached to, or generated by, such Dr. Kimber Austin IP is owned exclusively by Dr. Kimber Austin, or its licensors, and shall inure solely to the benefit of Dr. Kimber Austin or its licensors. Nothing contained herein or on the Service should be understood as granting you any right or license to any of the Dr. Kimber Austin IP, except as expressly granted herein. All rights not expressly granted herein are reserved by Dr. Kimber Austin or its licensors. Dr. Kimber Austin, or its licensors, retains full and complete title to the Dr. Kimber Austin IP. You shall not: (i) use or copy the Dr. Kimber Austin IP in any manner not specifically set forth in these Terms; (ii) include Dr. Kimber Austin IP in your corporate name, within a domain name or within any part of a URL; (iii) obtain, use, register, or otherwise acquire any trade names, trademarks, service marks, and/or trade dress that are confusingly similar to Dr. Kimber Austin IP; (iv) have or assert any claim of ownership in the Dr. Kimber Austin IP; or (v) sell, re-distribute, transfer, sublicense or reproduce the Dr. Kimber Austin IP, nor may you decompile, reverse-engineer, disassemble, or otherwise convert any of the Dr. Kimber Austin IP to a human-perceivable form. These Terms do not limit any rights that Dr. Kimber Austin may have under trade secret, copyright, patent, trademark or other laws. You acknowledge and agree that the Service contains proprietary information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that content contained in any sponsor advertisements or information that may have been presented to you through the Service or its advertisers, if any, may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Other trademarks that appear on the Services are the property of their respective owners. Any images of persons or personalities contained on or accessible through the Service are not an indication or endorsement of Dr. Kimber Austin or the Services, unless otherwise indicated.

## 18. Disclaimer of Warranties:

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE AND THE PRODUCTS AVAILABLE THEREIN ARE AT YOUR SOLE RISK. THE SERVICE AND THE PRODUCTS AVAILABLE THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES CONTAINED ON THE SERVICE MAY INCLUDE INACCURACIES, ERRORS AND OMISSIONS. TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY, ITS OFFICERS, EMPLOYEES, AGENTS AND LICENSORS: (A) EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT; (B) MAKE NO WARRANTY THAT (I) THE SERVICE AND THE PRODUCTS AVAILABLE THEREIN WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) ANY PRODUCT, SERVICE OR INFORMATION OBTAINED FROM THE SERVICE WILL BE ACCURATE, APPROPRIATE, COMPLETE, CORRECT, RELIABLE, SUFFICIENT OR TIMELY, (IV) THE QUALITY OF ANY PRODUCTS, SERVICE, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SERVICE WILL BE FIXED; AND (C) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THE TERMS OR THE SERVICE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. COMPANY MAKES NO WARRANTIES TO THOSE DEFINED AS "CONSUMERS" IN THE MAGNUSON-MOSS WARRANTY-FEDERAL TRADE COMMISSION IMPROVEMENTS ACT. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE, OR LOSS OF CONTENT, THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. COMPANY IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY

YOU FROM COMPANY OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

## **19. Limitation of Liability:**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT Dr. Kimber Austin, ITS OFFICERS, EMPLOYEES, AGENTS AND LICENSORS, SHALL NOT BE LIABLE FOR AND HEREBY EXPRESSLY DISCLAIM ANY AND ALL ACTUAL, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, LOSS OF PROFITS, INTERRUPTION OF BUSINESS, ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THE SERVICE OR OTHER WEB SITE(S) YOU MAY ACCESS THROUGH THE SERVICE (IF ANY), CONTENT NON-DELIVERY, MISDELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION, LOSS OF GOODWILL, LOSS OF USE, LOSS OF CONTENT OR OTHER INTANGIBLE LOSSES (EVEN IF Dr. Kimber Austin HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) ANY INFORMATION, PRODUCTS AND SERVICES OBTAINED THROUGH THE SERVICE, OR OTHERWISE ARISING OUT OF OR RELATED TO THE USE OF THE SERVICE; (III) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND/OR SERVICES RESULTING FROM ERROR OR INADEQUACY OF ANY GOODS, CONTENT, INFORMATION OR SERVICE PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT; (V) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; (VI) PRODUCT DEFECT OR FAILURE, CLAIMS THAT ARE DUE TO NORMAL WEAR, PRODUCT MISUSE, ABUSE, PRODUCT MODIFICATION, IMPROPER PRODUCT SELECTION, NON-COMPLIANCE WITH ANY REGULATIONS OR CODES, OR MISAPPROPRIATION; (VII) INJURY TO PERSON OR PROPERTY ARISING FROM OR RELATED TO YOUR ACCESS TO AND USE OF THE SERVICE; (VIII) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (IX) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, (IX) ANY BUGS, VIRUSES, TROJAN HORSES, OR OTHER ACTUALLY OR POTENTIALLY



HARMFUL CODE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE; AND/OR (X) ANY OTHER MATTER RELATING TO YOUR USE OF THE SERVICE AND/OR THE PRODUCTS; WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT Dr. Kimber Austin IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU ALSO AGREE THAT Dr. Kimber Austin, ITS OFFICERS, EMPLOYEES, AGENTS AND LICENSORS, WILL NOT BE LIABLE FOR ANY (A) INTERRUPTION OF BUSINESS, (B) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THE SERVICE OR OTHER SERVICE(S) YOU ACCESS THROUGH THE SERVICE; (C) CONTENT NON-DELIVERY, MISDELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; OR (D) EVENTS BEYOND Dr. Kimber Austin'S REASONABLE CONTROL. DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

IN NO EVENT SHALL THE LIABILITY OF Dr. Kimber Austin, ITS OFFICERS, EMPLOYEES, AGENTS, AND/OR LICENSORS, IF ANY, TO YOU OR TO ANY THIRD PARTY EXCEED FIFTY DOLLARS (\$50.00). YOU SHALL NOT BE ENTITLED UNDER LOCAL LAW OR OTHERWISE TO RECEIVE ANY PAYMENT FROM Dr. Kimber Austin, ITS OFFICERS, EMPLOYEES, AGENTS AND LICENSORS, WHETHER FOR ACTUAL, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, COSTS OR EXPENSES AS A RESULT OF EXPIRATION OR TERMINATION OF THE TERMS OR TERMINATION OF YOUR ACCESS TO THE SERVICE, ALL OF WHICH YOU EXPRESSLY WAIVE. YOU ACKNOWLEDGE THAT YOUR ACCEPTANCE OF THIS SECTION HAS MATERIALLY INDUCED COMPANY TO ENTER INTO THE TERMS. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS, Dr. Kimber Austin' LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

YOU SPECIFICALLY ACKNOWLEDGE THAT Dr. Kimber Austin, ITS OFFICERS, EMPLOYEES, AGENTS AND LICENSORS, SHALL NOT BE LIABLE FOR USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY, AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

## 20. Indemnity:

You agree to defend, indemnify and hold Dr. Kimber Austin, its directors, officers, employees, agents and licensors, harmless from and against any and all claims, demands, losses, liability, costs and expenses (including but not limited to attorney's fees) arising from content you submit, post, transmit or otherwise make available through the Service, your use of the Service, your connection to the Service, your violation of these Terms, or your violation of any third party's rights, including but not limited to infringement of any intellectual property right, violation of any proprietary right and invasion of any privacy rights. This obligation will survive the termination of your account, your access to the Service and/or these Terms.

## 21. Claims of Copyright or Intellectual Property

### Infringement:

Dr. Kimber Austin has in place certain legally mandated procedures regarding allegations of copyright infringement occurring on the Service. Dr. Kimber Austin has adopted a policy that provides for the immediate suspension and/or termination of any Service user who is found, in Dr. Kimber Austin's sole discretion, to have infringed or potentially infringed on the rights of Dr. Kimber Austin or of a third party, or otherwise infringed or potentially violated any intellectual property laws or regulations. Dr. Kimber Austin's policy is to investigate any allegations of copyright infringement brought to its attention. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want Dr. Kimber Austin to delete, edit, or disable the material in question, you must provide Dr. Kimber Austin with all of the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) identification of the material that is claimed to be infringed or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Dr. Kimber Austin to locate the material; (d)

information reasonably sufficient to permit Dr. Kimber Austin to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; (e) a statement that you have 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 you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. For this notification to be effective, you must provide it to Dr. Kimber Austin's designated agent at:

**Attn.: J. Sevilla, 5545 Woodruff Ave. #55, Lakewood, CA 90713**

**Email: [info@smartpressedjuice.com](mailto:info@smartpressedjuice.com)**

## **22. General Information:**

### **Entire Agreement; Interpretation**

These Terms and any documents referenced herein constitute the entire agreement between you and Dr. Kimber Austin and govern your use of the Service (including, without limitation, all purchases made through the Service), superseding any prior agreements between you and Dr. Kimber Austin (including, but not limited to, any prior versions of these Terms) with respect to its subject matter. You also may be subject to additional terms and conditions that may apply (a) to the specific products, if any, you purchase through Dr. Kimber Austin as contained in the product manuals and documentation provided with such products, if any, and (b) when you use affiliated or other Dr. Kimber Austin services or products, third-party content or third-party software. In the event any term contained in these Terms conflicts with any other term contained in any other agreement referenced in these Terms, these Terms shall control. Except as otherwise provided in these Terms, these Terms may only be modified in a writing signed by an authorized officer of Dr. Kimber Austin. The language in these Terms shall be interpreted as to its fair meaning and not strictly for or against any party.

### **Consent to Email Communications**

You consent to receive communications from Dr. Kimber Austin electronically and agree that we may communicate with you by email or by posting notices on the Service. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

### **Assignment; Waiver**

You may not assign these Terms or any rights granted herein. Any attempt by you to transfer any of the rights, duties or obligations hereunder is void. Dr. Kimber Austin may assign or transfer these Terms or its rights or obligations hereunder without notice and without your prior approval. These Terms are for the sole benefit of the parties hereto and do not create any third-party beneficiaries, whether intended or incidental. These Terms will inure to the benefit of Dr. Kimber Austin and its successors and assigns. The failure of Dr. Kimber Austin to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. No waiver, express or implied, by either party of any breach of or default under these Terms will constitute a continuing waiver of such breach or default or be deemed to be a waiver of any preceding or subsequent breach or default.

### **Governing Law**

THE VALIDITY, CONSTRUCTION, INTERPRETATION, AND PERFORMANCE OF THESE TERMS WILL BE EXCLUSIVELY GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC LAWS OF THE STATE OF CALIFORNIA, EXCEPT AS TO ITS PRINCIPLES OF CONFLICTS OF LAWS, AND WITHOUT REGARD TO THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. THE PARTIES AGREE THAT THIS CONTRACT IS NOT A CONTRACT FOR THE SALE OF GOODS; THEREFORE, THIS AGREEMENT WILL NOT BE GOVERNED BY ANY CODIFICATION OF ARTICLE 2 OR 2A OF THE UNIFORM COMMERCIAL CODE, OR ANY CODIFICATION OF THE UNIFORM COMPUTER INFORMATION TECHNOLOGY ACT ("UCITA"), OR ANY REFERENCES TO THE UNITED NATIONAL CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

### **Injunctive Relief**

You hereby acknowledge that a breach of these Terms may cause irreparable harm and significant injury to Dr. Kimber Austin that may be difficult to ascertain, and that a remedy at law may be inadequate. Accordingly, you agree that Dr. Kimber Austin shall be entitled, without waiving any additional rights or remedies otherwise available to Dr. Kimber Austin at law or in equity and without the necessity of posting bond, to seek injunctive and other equitable relief in the event of a breach or intended or threatened breach by you. Notwithstanding anything to the contrary, Company shall be entitled to seek and obtain injunctive relief in any court of competent jurisdiction.

### **Arbitration**

Except in the case of legal action brought by Dr. Kimber Austin to obtain injunctive or other equitable relief of whatsoever kind, all of which may be brought in any court or other tribunal of competent jurisdiction, ANY CONTROVERSY, CLAIM, DISPUTE OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS OR THEIR SUBJECT MATTER, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, SHALL BE SUBMITTED TO THE OFFICE OF THE AMERICAN ARBITRATION ASSOCIATION LOCATED IN, OR CLOSEST TO, ORANGE COUNTY, CALIFORNIA, AND WILL BE SETTLED BY ARBITRATION TO OCCUR IN ORANGE COUNTY, CALIFORNIA, SAID ARBITRATION TO BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES, IN EFFECT AT THE TIME OF THE ARBITRATION, THE LAWS OF THE STATE OF CALIFORNIA GOVERNING SUCH ARBITRATIONS, AND IN ACCORDANCE WITH THESE TERMS. SUCH ARBITRATION MUST BE FILED WITHIN TWELVE (12) MONTHS OF THE FIRST ACCRUAL OF THE CAUSE OF ACTION, AND THE PARTIES AGREE THAT THE STATUTE OF LIMITATIONS FOR ANY CAUSE OF ACTION BROUGHT PURSUANT TO, IN CONNECTION WITH, OR RELATING TO A DISPUTE WILL BE TWELVE (12) MONTHS FROM THE FIRST ACCRUAL OF THE CAUSE OF ACTION, NOTWITHSTANDING ANY STATUTE TO THE CONTRARY. ANY ARBITRATION UNDER THESE TERMS WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.

The arbitration will be heard and decided no later than seven (7) months after the notice of arbitration is filed with the American Arbitration Association by one arbitrator. The arbitrator will hear and determine any preliminary issue of law asserted by a party to be dispositive of any claim, in whole or in part, in the manner of a court hearing a motion to dismiss for failure to state a claim or for summary judgment, pursuant to such terms and procedures as the arbitrator deems appropriate. No witness or party may be required to waive any privilege recognized under California law. The hearing will not last longer than four (4) days unless all parties agree otherwise, with time to be divided equally between you and Dr. Kimber Austin. The arbitrator will be an attorney, licensed to practice law in the State of California for no less than ten (10) years, with no less than five (5) years' experience as an arbitrator. The parties and the arbitrator will treat all aspects of the arbitration proceedings, including, without limitation, discovery, testimony and other evidence, briefs, and the award, as strictly confidential and not subject to disclosure to any third party or entity, other than to the parties, the arbitrator, and the American Arbitration Association. The arbitrator must give full effect to the applicable law and to all of these Terms, and is specifically divested of any power to add to, subtract from, modify or alter any of the terms or conditions of these Terms, or to render decisions in derogation thereof. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual direct damages, except as may be required by statute. THE PARTIES UNDERSTAND THAT THEY ARE WAIVING THEIR RIGHTS TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION. YOU AND COMPANY 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 Dr. Kimber Austin agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator will issue written findings of fact and conclusions of law, the decisions of the arbitrator will be binding and conclusive upon all parties involved, and judgment upon any decision of the arbitrator may be entered in any federal or state courts with jurisdiction. You are solely responsible for your interactions with

other users of the Service. Dr. Kimber Austin reserves the right, but has no obligation, to monitor disputes between you and other users of the Service.

### **Attorney Fees**

In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under these Terms (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under these Terms, in addition to any other relief to which the prevailing party may be entitled, the prevailing party will be entitled to recover its reasonable attorney fees, costs and expenses to resolve the dispute and to enforce the final judgment.

### **Legal Compliance**

You agree to comply with all local laws and rules regarding use of the Service. Use of the Service is not authorized in any jurisdiction that does not give effect to all provisions of these Terms. The Service is controlled and operated by Dr. Kimber Austin from its offices in the State of California, in the United States of America. Dr. Kimber Austin makes no representation that any of the Service (including, without limitation, any products or services available on or through the Service) are available or appropriate for use outside of the United States of America. Your use of or access to the Service should not be construed as Dr. Kimber Austin purposefully availing itself of the benefits or privilege of doing business in any state or jurisdiction other than California.

### **U.S. Export Laws**

This Service and/or products offered on the Service may be subject to the export laws, restrictions, regulations and administrative acts of the United States Department of Commerce, Department of Treasury Office of Foreign Assets Control ("OFAC"), State Department, and other United States authorities (collectively, "U.S. Export Laws"). Users shall not export or re-export, or allow the export or re-export of, the Service and/or products offered on the Service in violation of any U.S. Export Laws. None of the Service or products offered on the Service may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) any country to which the United States has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or

the U.S. Commerce Department's Table of Deny Orders, or any other denied parties lists under U.S. Export Laws. By using the Service, you agree to the foregoing and represent and warrant that you are not a national or resident of, located in, or under the control of, any restricted country; and you are not on any denied parties list; and you agree to comply with all U.S. Export Laws (including "anti-boycott", "deemed export" and "deemed re-export" regulations). If you access the Service from other countries or jurisdictions, you do so on your own initiative and you are solely responsible for compliance with the local laws of that jurisdiction, if and to the extent those local laws are applicable and do not conflict with U.S. Export Laws. If such laws conflict with U.S. Export Laws, you shall not access the Service. The obligations under this section shall survive any termination or expiration of these Terms or your use of the Service.

### **Government Users**

All software, if any, licensed pursuant to these Terms and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (i) only as Commercial Items and (ii) with only those rights as are granted to all other users pursuant to these Terms.

### **Severability**

If any provision(s) of these Terms, including without limitation, the warranty disclaimers and liability limitations set forth above, are found by a court of competent jurisdiction to be invalid or unenforceable, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms shall continue in effect. The foregoing does not apply to the prohibition against class or representative actions that is part of the



arbitration clause; if that prohibition is found to be unenforceable, the arbitration clause (but only the arbitration clause) shall be null and void.

### **Section Titles; Survival**

The section titles in these Terms are for convenience only and have no legal or contractual effect. Sections 3 through 8 and 10 through 22 of these Terms, as well as any payment obligations to Dr. Kimber Austin, shall survive any termination of your account, your access to the Service, or these Terms.

### **Legal Equivalency**

These Terms and any other electronic documents, policies and guidelines incorporated herein shall be: (i) deemed for all purposes to be a “writing” or “in writing,” and to comply with all statutory, contractual, and other legal requirements for a writing; (ii) legally enforceable against any party hereto as a signed writing; and (iii) deemed an “original” when printed from electronic records established and maintained in the ordinary course of business. Any electronic documents introduced as evidence in any judicial, arbitration, mediation or administrative proceeding shall, if established and maintained in the ordinary course of business, be admissible to the same extent as business records in written form that are similarly established and maintained.

## **Privacy Policy:**

### **PURPOSE OF POLICY**

Welcome to the Dr. Kimber Austin website(s) (the “Service”). Dr. Kimber Austin (“Dr. Kimber Austin,” “us” or “we”) is committed to respecting the privacy rights of our customers, visitors, and other users of the Service. We created this Privacy Policy (this “Policy”) to give you confidence as you visit and use the Service, and to demonstrate our commitment to fair information practices and the protection of privacy. This Policy is only applicable to the Service and not to any other websites that you may be able to access from the Service, each

of which may have data collection and use practices and policies that differ materially from this Policy. By using the Service, you consent to the data practices described in this Policy.

## **NOTICE CONCERNING CHILDREN**

We offer the Service to a general audience, and do not direct any of our content specifically at children 13 years of age or under. We understand and are committed to respecting the sensitive nature of children's privacy online. If we learn or have reason to suspect that a user is age 13 or under, we will promptly delete any personal information in that user's account. Children 14 years of age and older may only use the Service if (a) their parent or legal guardian has agreed to the Dr. Kimber Austin Terms of Use; and (b) their use is permitted and actively supervised by their parent or legal guardian.

## **INFORMATION COLLECTION PRACTICES**

**WHAT PERSONAL INFORMATION DO WE COLLECT?**In order for you to access certain parts of the Service, we require you to provide us with certain information that personally identifies you ("Personal Information"). Personal Information collected may, without limitation, include the following: registration, online surveys, and other online forms that ask users to provide their names, addresses, e-mail addresses and other contact information, text, audio, images, videos, and any other content that you may submit to us, if any, including without limitation, any information you authorize us to import or export to or from select social networking and other websites ("Integrated Third Party Websites"). Payment information, including without limitation, debit/credit card and/or bank account information, for purchases is processed by our third party payment processing service; such information is not stored by us and is subject to the privacy policies of the payment processing service.

## **WHAT ADDITIONAL INFORMATION DO WE COLLECT?**

**Automatic Collection.** Our servers automatically recognize visitors' IP addresses (the number assigned to computers on the Internet), Internet service provider, domain servers, browser type, computer platform, referring website, date, time and duration of access, and links clicked through. This information is used by Dr. Kimber Austin for the operation of the Service, to maintain quality of the Service, and to provide general statistics regarding use of

the Service. No Personal Information about you is revealed in this process. The Service may also gather anonymous “traffic data” that does not personally identify you, but that may be helpful for marketing purposes or for improving the Service.

Cookies. From time to time, we may use the standard “cookies” feature of major browser applications that allows us to store a small piece of data on your computer that tracks information about your visit to the Service. Cookies help us customize your content experience (for example to store your password so you do not have to re-enter it each time you use the Service) and to learn which areas of the Service are useful and which areas need improvement. Our business partners (advertisers) may use cookies on the Service. Dr. Kimber Austin has no access to or control over these cookies once our business partners have been given permission to set cookies. This Policy covers the use of cookies by Dr. Kimber Austin only and does not cover the use of cookies by any advertisers. You can choose whether to accept cookies by changing the settings on your browser. However, if you choose to disable this function, your experience at the Service may be diminished and some features may not work as they were intended.

Mobile Device Identifying Information. When you access the Service via a mobile device, we may collect the unique identifying information of your mobile device (“Mobile Device ID”). We may use your Mobile Device ID to provide a tailored experience for you. In addition, the Mobile Device ID information may be collected in order to determine the aggregate number of unique devices using the Service or parts of the Service, to track total usage, analyze data, and communicate with you more effectively. We may combine your Mobile Device ID with information from third parties to provide you with a better experience and to improve the quality of the Service. We do not share any personally identifiable information with third parties in association with your Mobile Device ID.

Geographic Location. When you access the Service we may also collect the geographic location of your browser if your browser is set to transmit such information. We may use your geographic location to provide a tailored experience for you. In addition, the geographic location information may be used to analyze the Service traffic. We may combine your geographic location with information from third parties to provide you with a better

experience and to improve the quality of the Service. We do not share any personally identifiable information with third parties in association with your geographic location.

## **USE AND SHARING OF INFORMATION**

**Sharing of Personal Information.** We will not share your Personal Information with any third parties without your consent, except as necessary or appropriate to provide you with the Service offered by us or to comply with the law. We may use your Personal Information to verify your identity or to follow up with transactions initiated on the Service. We may also use your contact information to inform you of any changes to the Service, to send you additional information about Dr. Kimber Austin, or to offer you other products, programs or Service that we believe may be of interest to you. If you give your permission during the account registration process or otherwise, we may share your information with our business partners or other companies so that they may send you promotional materials.

**Use of Anonymous Information.** We use anonymous information to analyze the Service traffic, but we do not examine this information for individually identifying information. In addition, we may use anonymous IP addresses to help diagnose problems with our server, to administer the Service, or to display the content according to your preferences. Traffic and transaction information may also be shared with business partners and advertisers on an aggregate and anonymous basis.

**Use of Cookies.** We may use cookies to deliver content specific to your interests, to save your password so you don't have to re-enter it each time you visit the Service, and for other purposes. Promotions or advertisements displayed on the Service may contain cookies. We do not have access to or control over information collected by outside advertisers on the Service.

**Other Disclosure of Personal Information.** We may disclose your Personal Information if required to do so by law or in the good-faith belief that such action is necessary to: (i) conform to the edicts of the law or comply with legal process served on Dr. Kimber Austin or its affiliates; (ii) protect and defend the rights or property of Dr. Kimber Austin or the users of the Service; (iii) enforce our "Terms of Use" (available on our website and

incorporated by this reference herein), and/or (iv) act under exigent circumstances to protect the safety of the public or users of the Service.

**Sale of Assets.** In order to accommodate changes in our business, we may sell or buy portions of our company or other companies or assets, including the information collected through the Service. If Dr. Kimber Austin sells substantially all of its assets, or the assets of one of its business lines are acquired, customer information will be one of the assets transferred to the acquirer.

**Security.** The Service has security measures in place to prevent the loss, misuse, and alteration of the information that we obtain from you, but we make no assurances to you or to any third party about our ability to prevent any such loss, misuse, or alteration.

**Public Disclosure of Information.** The Service may now or in the future include interactive forums, chat rooms, message boards, and newsgroups for the posting and exchange of information, ideas and opinions. Additionally, you may through the Service post information to Integrated Third Party Websites. Please remember that any information that is disclosed in these areas becomes public information and you should exercise caution when deciding to disclose Personal Information.

**Third Party Websites.** The Service may contain links to third-party websites. In the event that the Service does contain such links, and you choose to visit third-party websites, we are not responsible for the privacy practices or content of those other websites, and it is your responsibility to review the privacy policies at those websites to confirm that you understand and agree with their policies.

## **INFORMATION CHANGES AND POLICY UPDATES**

**Contacting Us.** If you have any questions about this Policy or our practices related to the Service, please contact us at the following e-mail address: [info@smartpressedjuice.com](mailto:info@smartpressedjuice.com).

**Lost or Stolen Information.** You must promptly notify us if your username or password is lost, stolen, or used without permission. In such an event, we will remove that username or password from your account and update our records accordingly.

Access to Personal Information. You can verify your contact information is accurate, complete, and up to date and modify your privacy preferences (including opting-out of receiving certain types of communications) by logging in to your account and going to your account preferences page. For other Personal Information, we will use commercially reasonable efforts to provide you with access so you can request that we correct data that is inaccurate or delete data if Dr. Kimber Austin is not required to retain it by law or for legitimate business purposes. We may decline to process requests that we deem are unreasonable, repetitive, require technical modifications, jeopardize the privacy of others, are impractical or for which access is not otherwise required by local law.

**Policy Updates and Changes. We reserve the right, at any time and without notice, to add to, change, update, or modify this Policy, simply by posting such change, update, or modification on the Service. Any such change, update, or modification will be effective immediately upon posting on the Service. It is your responsibility to review this Policy from time to time to ensure that you continue to agree with all of its terms.**