

## SOLEX LLC'S TERMS AND CONDITIONS

Welcome to Solex, LLC and/or its affiliates ("Solex") provide website features and other products and services to you when you visit or shop at Solex-.com, use Solex products or services, use Solex applications for mobile, or use software provided by Solex in connection with any of the foregoing (collectively, "Solex Services"). Solex provides the Solex Services subject to the following conditions.

By using Solex Services, you agree to these conditions. Please read them carefully.

We offer a wide range of Solex Services, and sometimes additional terms may apply. When you use a Solex Service (for example, Your Profile, Credit Cards, etc.) you also will be subject to the guidelines, terms and agreements applicable to that Solex Service ("Service Terms"). If these Conditions of Use are inconsistent with the Service Terms, those Service Terms will control.

## PRIVACY

Solex, LLC gathers a variety of information as it conducts business with its customers and Health Advocates. The nature of this information is classified into two areas: 1) personally identifiable information, and 2) anonymous information. Personally identifiable information refers to specific information about a customer, e.g., name, address, e-mail address, telephone number, social security number and credit card information. Anonymous information refers to web site usage information that cannot be traced back to a specific individual, e.g., the total number of visitors to our web site and/or back office.

Any personally identifiable information you provide Solex, LLC is considered confidential and is only used by the company in the process of transacting and servicing business with you. This includes: your name, mailing address, phone number, credit card information, government ID or any other personal information. Solex, LLC does not sell, trade, rent or otherwise retransmit your personally identifiable information to any other entity for any purpose.

Solex, LLC operates secure data networks protected by industry standard firewall and password protection systems. Only authorized individuals of Solex, LLC, who must access said information in order to provide Solex, LLC's products, services and customer service to you, may access your personal information. Our website is continuously scanned on a regular basis for security holes and known vulnerabilities in order to make your visit to our site as safe as possible. We also use a powerful Malware Scanning program to further protect your information. We implement a variety of security measures when a user places an order enters, submits, or accesses their information to maintain the safety of your personal information. All transactions are processed through a gateway provider and are not stored or processed on our servers.

Solex, LLC makes no representations or warranties about the sufficiency of these security measures. Solex, LLC shall not be responsible for any actual or consequential damages that result from a lapse in compliance with this Privacy Policy as a result of a security breach or a technical malfunction. It is important that you protect your username and password and not share them with others. Certain information may be transmitted to you by electronic mail. Although it is illegal to intercept or disclose these messages under Federal law, these transmissions are not secure.

Credit card information collected at registration or for shopping cart orders is used only to process payment for the transaction. All sensitive/credit information you supply is encrypted via Secure Socket Layer (SSL) technology. You may add, edit, and delete your stored card information at any time.

Solex, LLC may collect certain General Information automatically, including "site usage" information from all visitors to its web site. Such data is used only in the aggregate. General Information helps Solex, LLC determine general usage patterns and modify the web site in order to improve your experience. This type of General Information may be shared with third parties any time.

Solex, LLC may, at times, use a technology nicknamed "cookies" that tells Solex, LLC how and when pages in our Web Site are visited, and by how many people. Solex, LLC cookies do not collect personal information and we do not combine information collected through cookies with other personal information to tell us who you are or even what your e-mail address is. We may also provide statistical general information to our Solex, LLC Health Advocates as to how our customers use our web site. The web site may include content from other parties that may perform user activity tracking other than that described herein. In particular, some of our third-party vendors, such as Google, may use cookies in ways that we do not. For instance, in Google's case, they may use information garnered from cookies to improve user experience.

We take special care to protect the privacy needs of children. Our web site does not target and is not intended for children under the age of 18, and we will not knowingly collect Personal Information from them. You must be at least 18 years old to be a customer.

If Solex, LLC decides to change the Privacy Policy, it will post those changes here so that you will always know what information we collect, and how we might use or disclose that information. Any changes to this Privacy Policy will be considered effective immediately after the changes are posted on this web site. In addition to posting changes here, we will send email notifications to our customers and Health Advocates any time there are material changes made to this policy.

#### ELECTRONIC COMMUNICATIONS

When you use Solex Services, or send e-mails, text messages, and other communications from your desktop or mobile device to us, you may be communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages on this site or through the other Solex Services, such as our Message Center, and you can retain copies of these communications for your records. 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.

#### COPYRIGHT

All content included in or made available through any Solex Service, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software is the property of Solex or its content suppliers and protected by United States and international copyright laws. The compilation of all content included in or made available through any Solex Service is the exclusive property of Solex and protected by U.S. and international copyright laws.

## TRADEMARKS

In addition, graphics, logos, page headers, button icons, scripts, and service names included in or made available through any Solex Service are trademarks or trade dress of Solex in the U.S. and other countries. Solex's trademarks and trade dress may not be used in connection with any product or service that is not Solex's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Solex. All other trademarks not owned by Solex that appear in any Solex Service are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Solex.

## LICENSE AND ACCESS

Subject to your compliance with these Conditions of Use and any Service Terms, and your payment of any applicable fees, Solex or its content providers grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal and non-commercial use of the Solex Services. This license does not include any resale or commercial use of any Solex Service, or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of any Solex Service or its contents; any downloading, copying, or other use of account information for the benefit of any third party; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in these Conditions of Use or any Service Terms are reserved and retained by Solex or its licensors, suppliers, publishers, rightsholders, or other content providers. No Solex Service, nor any part of any Solex Service, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Solex. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Solex without express written consent. You may not use any meta tags or any other "hidden text" utilizing Solex's name or trademarks without the express written consent of Solex. You may not misuse the Solex Services. You may use the Solex Services only as permitted by law. The licenses granted by Solex terminate if you do not comply with these Conditions of Use or any Service Terms.

## YOUR ACCOUNT

You may need your own Solex account to use certain Solex Services, and you may be required to be logged in to the account and have a valid payment method associated with it. If there is a problem charging your selected payment method, we may charge any other valid payment method associated with your account. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your account, and you agree to accept responsibility for all activities that occur under your account or password. Solex does sell products for children, but it sells them to adults, who can purchase with a credit card or other permitted payment method. If you are under 18, you may use the Solex Services only with involvement of a parent or guardian. Parents and guardians may not create business profiles for teenagers in their Solex Household. Solex reserves the right to refuse service, terminate accounts, terminate your rights to use Solex Services, remove or edit content, or cancel orders in its sole discretion.

## RISK OF LOSS

All purchases of physical items from Solex are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

## RETURNS, REFUNDS AND TITLE

Solex does not take title to returned items until the item arrives at our fulfillment center. At our discretion, a refund may be issued without requiring a return. In this situation, Solex does not take title to the refunded item.

## PRODUCT WARRANTY

The Solex, LLC Limited Warranty (replacement only) covers any device purchased directly from Solex, LLC and Solex-branded accessories against manufacturing defects for one year from the date you bought your device/product. The Solex, LLC Limited Warranty is in addition to rights provided by consumer law. Our warranty doesn't cover damage caused by accidents or unauthorized modifications.

## PRODUCT RETURNS AND GUARANTEE

### Customer and Preferred Customer Order Cancellation and Satisfaction Guarantee

Federal and state law requires that Quantum Living Advocates notify their retail Customers that they have three (3) business days (5 business days for Alaska residents and 15 days for residents of North Dakota age 65 or older) within which to cancel their purchase and receive a full refund upon return of the products in substantially as good condition as when they were delivered. Saturday is a business day, Sundays and legal holidays are not business days. Quantum Living Advocates shall verbally inform their Customers of this right, shall provide their Customers with TWO (2) copies of a retail receipt at the time of the sale, and shall highlight this cancellation right stated on the receipt.

### AO Scan Devices Returns

Solex offers a 100%, fifteen (15) day, money-back satisfaction guarantee (less shipping charges) to all Quantum Living Advocate, Retail Customers and Preferred Customers who purchase a designated AO Scan Device directly from the Company for personal use. Solex extends this offer and within thirty (30) days, all Quantum Living Advocate, Retail and Preferred Customers can receive a ninety percent (90%) refund for any product returned.

If a Retail Customer purchases product from a Quantum Living Advocate, the Quantum Living Advocate is bound to honor the satisfaction guarantee. If, for any reason, a retail Customer is dissatisfied with any Solex product, the retail Customer may return the unused portion of the product to the Quantum Living Advocate from whom it was purchased, within thirty (30) days, for a replacement, exchange or a ninety percent (90%) refund of the purchase price (less shipping costs). When a Quantum Living Advocate issues a refund to a retail Customer pursuant to this policy, the Quantum Living Advocate may return the product to Solex for an exchange. To receive the exchange, the Quantum Living Advocate must return the product within ten (10) business days of the date that the product was received from the retail Customer and send a copy of the retail sales receipt with the returned product.

Abnormal quantities of refunds from Quantum Living Advocate, Retail and Preferred Customers, as determined by the Company may result in disciplinary action and restrictions from participating in associated bonus offerings connected with the Customer enrollment and purchasing activities (i.e. Liftoff, monthly commission bonus).

### Non-AO Scan Device Product Returns

Solex offers a 100%, thirty (30) day, consumable empty box, money-back satisfaction guarantee (less shipping charges) to all Quantum Living Advocate, Retail Customers and Preferred Customers who purchase a designated AO Scan product directly from the Company for personal use when the item is initially purchased. Solex extends this offer and within ninety (90) days, all Quantum Living Advocate, Retail and Preferred Customers can receive a ninety percent (90%) refund for any product returned. All return shipping expense is the responsibility of the buyer returning the item(s).

#### Software Subscriptions Refunds

Solex does not offer refunds on monthly software subscriptions.

#### Return of Inventory and Sales Aids by Quantum Living Advocates Upon Cancellation

Upon cancellation of a Quantum Living Advocate's Agreement, the Quantum Living Advocate may return any products and sales aids held in his or her inventory for a refund. Quantum Living Advocates may only return products and sales aids that: a.) he or she personally purchased from Solex (purchases from other Quantum Living Advocates or third parties are not subject to refund); b.) are in Resalable condition (see Definition of "Resalable" below); and, c.) were purchased within one year prior to the date of cancellation or expiration. Upon receipt of Resalable products and sales aids, the Quantum Living Advocate will be reimbursed 90% of the net cost of the original purchase price(s). Shipping charges incurred by a Quantum Living Advocate when the products or sales aids were purchased will not be refunded. The shipping costs for returning inventory will be at the expense of the Quantum Living Advocate. If the purchases were made through a credit card, the refund will be credited back to the same account. If a Quantum Living Advocate was paid a bonus based on any product(s) that he or she purchased, and such product(s) is subsequently returned for a refund, the commission that was paid based on that product purchase will be deducted from the amount of the refund.

Products and sales aids shall be deemed "Resalable" if each of the following elements is satisfied: 1.) they are unopened and unused; 2.) packaging and labeling has not been altered or damaged; and, 3.) they are returned to Solex within one (1) year from the date of purchase (the one-year limitation shall not apply to Quantum Living Advocates who are residents of Maryland, Massachusetts, Wyoming and Puerto Rico). Any merchandise that is clearly identified at the time of sale as a "closeout," nonreturnable, discontinued, or as a seasonal item, shall not be Resalable.

#### Procedures for All Returns

The following procedures apply to all returns for refund, repurchase, or exchange:

- a.) All merchandise must be returned by the Quantum Living Advocate or Customer who purchased it directly from Solex;
- b.) All products to be returned must have a Return Merchandise Authorization Number which is obtained by calling the Customer Services Department. A list of items being returned must be enclosed and must include the Return Merchandise Authorization Number;
- c.) The return must be accompanied by a copy of the original dated retail sales receipt;
- d.) Proper shipping carton(s) and packing materials are to be used in packaging the product(s) being returned for replacement, and the best and most economical means of shipping is suggested. All returns must be shipped to Solex shipping pre-paid. Solex does not accept shipping-collect

packages. The risk of loss in shipping for returned product shall be on the Quantum Living Advocate. If returned product is not received by the Company's Distribution Center, it is the responsibility of the Quantum Living Advocate to trace the shipment; and,

- e.) If a Quantum Living Advocate is returning merchandise to Solex that was returned to him or her by a personal retail Customer, the product must be received by Solex within ten (10) business days from the date on which the retail Customer returned the merchandise to the Quantum Living Advocate, and must be accompanied by the sales receipt the Quantum Living Advocate gave to the Customer at the time of the sale.

No refund or replacement of product will be made if the conditions of these rules are not met.

#### SUBSCRIPTION ORDER CANCELLATION

Subscription orders are orders that re-occur on a monthly basis to ensure prompt delivery and access of Solex, LLC products and tools. Automatic order can be setup during enrollment or setup at any time by contacting customer service or online at [www.solexllc.com](http://www.solexllc.com) and logging into the online account administration. Subscriptions are available to either customers or Quantum Associates. Automatic shipments can be cancelled at any time through the online account administration tool or by contacting customer service 385-203-0033 or emailing at [support@solexllc.com](mailto:support@solexllc.com).

#### VOLUNTARY CANCELLATION OF QUANTUM ASSOCIATE ACCOUNT

Requests by a Solex, LLC Quantum Associate to return their product for a refund may be treated as a request to voluntarily cancel that Quantum Associate account. If a Quantum Associate wishes to return product purchased within the last thirty (30) days that is in new and resalable condition, the Company shall repurchase it and the Quantum Associate's Agreement shall be canceled. A Quantum Associate may only return product(s) purchased by him or her that are in new and resalable condition.

Upon receipt of the returned product, the Quantum Associate will be reimbursed ninety percent (90%) of the cost of the original purchase price(s), not to include shipping and handling charges. If the purchases were made through a credit card, the refund will be credited back to the same account.

- Quantum Associate must inform the company of intent to exercise the product buy-back option within 10 business days of resignation notice.
- All products to be returned for refund under this provision must be approved in advance of shipment to Solex, LLC, by calling the Customer Service Department 385-203-0033 or by email [support@solexllc.com](mailto:support@solexllc.com).
- Quantum Associate will be asked to submit invoices detailing the product to be returned.
- Upon approval from the company, returns may be sent to the company's headquarters and must be accompanied by an invoice copy for each item.

## PRICING

With respect to items sold by Solex, we cannot confirm the price of an item until you order. Despite our best efforts, a small number of the items in our catalog may be mispriced. If the correct price of an item sold by Solex 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.

## APP PERMISSIONS

When you use apps created by Solex, such as the Solex App, you may grant certain permissions to us for your device. Most mobile devices provide you with information about these permissions.

## DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

THE SOLEX SERVICES AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SOLEX SERVICES ARE PROVIDED BY SOLEX ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. SOLEX MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION, ACCURACY, COMPLETENESS, TIMELINESS, COMPARATIVE OR CONTROVERSIAL NATURE, OR USEFULNESS OF ANY INFORMATION CONTAINED OR REFERENCED AS PART OF THE SOLEX SERVICES, OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SOLEX SERVICES.

SOLEX SOFTWARE, APPLICATIONS, AND ANY OTHER SERVICES (HEREAFTER, "SERVICES") ARE FOR GENERAL HEALTH INFORMATION ONLY. SERVICES ARE NOT TO BE USED AS A SUBSTITUTE FOR MEDICAL ADVICE, DIAGNOSIS OR TREATMENT FOR ANY HEALTH CONDITION OR PROBLEM. USERS OF SERVICES SHOULD NOT RELY ON INFORMATION PROVIDED AS A PART OF THESE SERVICES FOR THEIR OWN HEALTH PROBLEMS. ANY QUESTIONS REGARDING YOUR OWN HEALTH SHOULD BE ADDRESSED TO YOUR OWN PHYSICIAN OR OTHER HEALTHCARE PROVIDER.

SOLEX DOES NOT ASSUME ANY RISK WHATSOEVER FOR YOUR USE OF THE SERVICES OR INFORMATION CONTAINED THEREIN. HEALTH-RELATED INFORMATION CHANGES FREQUENTLY AND THEREFORE, INFORMATION CONTAINED WITHIN SERVICES MAY BE OUTDATED, INCOMPLETE, OR INCORRECT. STATEMENTS ABOUT SOLEX PRODUCTS OR SERVICES HAVE NOT BEEN EVALUATED BY THE FOOD AND DRUG ADMINISTRATION. USE OF SERVICE DOES NOT CREATE AN EXPRESS OR IMPLIED PHYSICIAN-PATIENT RELATIONSHIP. YOU ARE HEREBY GIVEN NOTICE TO SEEK THE ADVICE OF A PHYSICIAN OR OTHER PROFESSIONAL HEALTH-CARE PROVIDER PRIOR TO MAKING ANY DECISIONS OR UNDERTAKING ANY ACTIONS OR NOT UNDERTAKING ANY ACTIONS RELATED TO YOUR HEALTH CARE AT ANY TIME. SOLEX OR ANY OF SOLEX'S OFFICER, EMPLOYEES OR AGENTS ARE NOT LIABLE OR RESPONSIBLE FOR ANY DECISION MADE OR ACTION TAKEN OR ACTION NOT TAKEN DUE TO YOUR USE OF SERVICES.

TO THE FULL EXTENT PERMISSIBLE BY LAW, SOLEX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOLEX DOES NOT WARRANT THAT THE SOLEX SERVICES, INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SOLEX SERVICES, SOLEX'S SERVERS OR ELECTRONIC COMMUNICATIONS SENT FROM SOLEX ARE FREE OF VIRUSES OR OTHER HARMFUL

COMPONENTS. TO THE FULL EXTENT PERMISSIBLE BY LAW, SOLEX WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF ANY SOLEX SERVICE, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH ANY SOLEX SERVICE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING.

YOU EXPRESSLY AGREE THAT YOUR USE OF THE SOLEX SERVICES IS AT YOUR SOLE RISK.

#### DISPUTES

Any dispute or claim relating in any way to your use of any Solex Service, or to any products or services sold or distributed by Solex or through [solexllc.com](http://solexllc.com) or its derivatives will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the terms of these Conditions of Use as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. Likewise, Solex will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

#### APPLICABLE LAW

By using any Solex Service, you agree that the Federal Arbitration Act, applicable federal law, and the laws of the state of Utah, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and Solex.

#### SITE POLICIES, MODIFICATION, AND SEVERABILITY

Please review our other policies, such as our pricing policy, posted on this site. These policies also govern your use of Solex Services. We reserve the right to make changes to our site, policies, Service Terms, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.



## OUR ADDRESS

Solex, LLC, Inc.  
545 East University Pkwy, Suite 200  
Orem, UT 84097  
<https://www.solexllc.com>

## ADDITIONAL SOLEX SOFTWARE TERMS

The following terms ("Software Terms") apply to any software (including any updates or upgrades to the software) and any related documentation we make available to you in connection with Solex Services (the "Solex Software").

**Use of the Solex Software.** You may use Solex Software solely for purposes of enabling you to use the Solex Services as provided by Solex, and as permitted by these Conditions of Use and any Service Terms. You may not incorporate any portion of the Solex Software into other programs or compile any portion of it in combination with other programs, or otherwise copy (except to exercise rights granted in this section), modify, create derivative works of, distribute, assign any rights to, or license the Solex Software in whole or in part. All software used in any Solex Service is the property of Solex or its software suppliers and is protected by United States and international copyright laws.

**Use of Third-Party Services.** When you use the Solex Software, you may also be using the services of one or more third parties, such as a wireless carrier or a mobile software provider. Your use of these third-party services may be subject to the separate policies, terms of use, and fees of these third parties.

**No Reverse Engineering.** You may not reverse engineer, decompile or disassemble, tamper with, or bypass any security associated with the Solex Software, whether in whole or in part.

**Updates.** We may offer automatic or manual updates to the Solex Software at any time and without notice to you.

**Conflicts.** In the event of any conflict between these Conditions of Use and any other Solex or third-party terms applicable to any portion of Solex Software, such as open-source license terms, such other terms will control as to that portion of the Solex Software and to the extent of the conflict, for which Solex, LLC maintains an absolute right to revoke any and all licensing to software associated with Solex Service.